

1 Oshea Orchid, CA State Bar No. 298375
oo@somlawyers.com
2 Vasili Brasinikas, CA State Bar No. 344662
3 vb@somlawyers.com
4 **SETHI ORCHID MINER, LLP**
31007 San Martinez Rd.
5 Val Verde, CA 91384
6 Telephone: (661) 221-5561

7 Matthew C. Helland, CA State Bar No. 250451
8 helland@nka.com
9 **NICHOLS KASTER, LLP**
235 Montgomery St., Suite 810
10 San Francisco, CA 94104
11 Telephone: (415) 277-7235
12 Facsimile: (415) 277-7238

13 *Attorneys for Plaintiffs Daniel Gonzalez,*
John Frye, and Tony Ortiz
14 *And all others similarly situated*

15
16 IN THE UNITED STATES DISTRICT COURT
17 CENTRAL DISTRICT OF CALIFORNIA

18 DANIEL GONZALEZ, JOHN FRYE,
19 and TONY ORTIZ, individually and
20 on behalf of all others similarly
21 situated,

22 Plaintiffs,

23 vs.

24 CITY OF LOS ANGELES, a public
25 entity; and DOES 1 through 100,
26 inclusive,

27 Defendant.
28

Case No. 5:23-cv-00222 SSS (SHKx)

**NOTICE OF MOTION AND
MOTION FOR SETTLEMENT
APPROVAL**

Date: April 18, 2025

Time: 2:00 p.m. (Pacific)

Place: Via Zoom Video Conference

Assigned to Hon. Sunshine S. Sykes
and Magistrate Judge Shashi H.
Kewalramani

1 **TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:**

2 **PLEASE TAKE NOTICE** that on April 18, 2025 at 2:00 p.m. (Pacific), or as
3 soon thereafter as the matter may be heard before Honorable Sunshine S. Sykes in the
4 United States District Court, Central District of California, Courtroom 2, located at
5 3470 Twelfth Street, Riverside, California 92501, Plaintiffs Daniel Gonzalez, John
6 Fyre, and Tony Ortiz, individually, and on behalf of others similarly situated
7 (“Plaintiffs”), will and hereby do move this Court for an order granting approval to the
8 parties’ settlement agreement.

9 The Settlement warrants approval because it represents a fair and reasonable
10 compromise of a bona fide dispute. The Court should grant approval so that notice can
11 be distributed, Opt-ins who wish to participate can receive payment, and this matter
12 may be closed. This Motion is based on this Notice of Motion, the accompanying
13 Memorandum of Points and Authorities, the Declaration of Matthew C. Helland, the
14 Declaration of Oshea Orchid, and any further evidence or argument as may be
15 advanced at or prior to the hearing on this Motion.
16

17 Pursuant to Local Rule 7-3, this motion is made with Defendant’s agreement as
18 negotiated in the settlement agreement that is the subject of the motion.

19
20 DATED: March 21, 2025

SETHI ORCHID MINER, LLP
NICHOLS KASTER, LLP

21
22 By: *s/Matthew C. Helland*
23 Matthew C. Helland
24 *Attorneys for Plaintiffs and Others*
25 *Similarly Situated*
26
27
28

1 Oshea Orchid, CA State Bar No. 298375
2 oo@somlawyers.com
3 Vasili Brasinikas, CA State Bar No. 344662
4 vb@somlawyers.com
5 **SETHI ORCHID MINER, LLP**
6 31007 San Martinez Rd.
7 Val Verde, CA 91384
8 Telephone: (661) 221-5561

9 Matthew C. Helland, CA State Bar No. 250451
10 helland@nka.com
11 **NICHOLS KASTER, LLP**
12 235 Montgomery St., Suite 810
13 San Francisco, CA 94104
14 Telephone: (415) 277-7235
15 Facsimile: (415) 277-7238

16 *Attorneys for Plaintiffs Daniel Gonzalez,*
17 *John Frye, and Tony Ortiz*
18 *And all others similarly situated*

19 IN THE UNITED STATES DISTRICT COURT
20 CENTRAL DISTRICT OF CALIFORNIA

21 DANIEL GONZALEZ, JOHN FRYE,
22 and TONY ORTIZ, individually and
23 on behalf of all others similarly
24 situated,

25 Plaintiffs,

26 vs.

27 CITY OF LOS ANGELES, a public
28 entity; and DOES 1 through 100,
inclusive,

Defendant.

Case No. 5:23-cv-00222 SSS (SHKx)

**PLAINTIFFS’ MEMORANDUM
OF POINTS AND AUTHORITIES
IN SUPPORT OF UNOPPOSED
MOTION FOR SETTLEMENT
APPROVAL**

Date: April 18, 2025

Time: 2:00 p.m. (Pacific)

Place: Via Zoom Video Conference

Assigned to Hon. Sunshine S. Sykes
and Magistrate Judge Shashi H.
Kewalramani

TABLE OF CONTENTS

1

2 TABLE OF AUTHORITIES.....iii

3 MEMORANDUM OF POINTS AND AUTHORITIES..... 1

4 I. INTRODUCTION..... 1

5 II. BACKGROUND..... 1

6 A. Factual Allegations, Discovery, and Damages Analysis 1

7 B. The Settlement 3

8 C. The Settlement Notice Process and Scope of the Release 5

9 III. ARGUMENT 6

10 A. The Two-Step, Rule 23 Approval Process is Not Necessary Here 6

11 B. The FLSA Settlement Warrants Approval..... 6

12 1. The Range of Recovery Supports Approval..... 8

13 2. The Stage of Proceedings and Discovery Supports Approval..... 9

14 3. The Litigation Risks Support Approval..... 10

15 4. The Scope of Release Supports Approval 13

16 5. View of Counsel and Plaintiffs Support Approval..... 13

17 6. There is No Possibility of Fraud or Collusion..... 13

18 7. The Proposed Enhancements are Appropriate..... 14

19 8. The Court Should Approve the *Cy Pres* Designee 16

20 C. The Court Should Award Attorneys’ Fees of 25% Plus Costs..... 17

21 1. The Common Fund Factors Support Approving the Fee

22 Request..... 17

23 a. The result obtained supports the requested fee..... 19

24 b. The risk of litigation supports the requested fee 19

25 c. Counsel’s skill and quality support the requested fee 20

26 d. The contingent litigation supports the requested fee..... 20

27 e. Awards in similar cases support the requested fee..... 20

28 f. Non-monetary results support the requested fee 21

1 2. The Lodestar Cross-Check Supports the Requested Fee.....21
2 a. Counsel’s hours are reasonable22
3 b. Counsel’s rates are reasonable.....23
4 c. The cross-check multiplier is reasonable.....24
5 3. The Court Should Approve Costs of \$16,688.6325
6 IV. CONCLUSION25
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

TABLE OF AUTHORITIES

CASES

1

2 **CASES**

3 *Aguilar v. Wawona Frozen Foods,*

4 2017 WL 2214936 (E.D. Cal. May 19, 2017)..... 24

5 *Abdullah v. U.S. Sec. Assocs., Inc.,*

6 2017 WL 11630767 (C.D. Cal. Dec. 4, 2017) 15

7 *Ambrosino v. Home Depot U.S.A, Inc.,*

8 2014 WL 3924609 (S.D. Cal. Aug. 11, 2014) 7

9 *Anderson v. Mt. Clemens Pottery Co.,*

10 328 U.S. 680 (1946) 12

11 *Andrews v. Plains All Am. Pipeline L.P.,*

12 2022 WL 4453864 (C.D. Cal. Sept. 20, 2022)..... 15

13 *Bautista v. Harvest Mgt. Sub LLC,*

14 2014 WL 12579822 (C.D. Cal. Jul. 14, 2014) 20

15 *Bellinghausen v. Tractor Supply Co.,*

16 306 F.R.D. 245 (N.D. Cal. 2015) 22

17 *Berndt v. Cleary Bldg. Corp.,*

18 2013 WL 6331344 (W.D. Wis. Dec. 5, 2013) 16

19 *Bisaccia v. Revel Sys. Inc.,*

20 2019 WL 3220275 (N.D. Cal. July 17, 2019)..... 24

21 *Boeing Co. v. Van Gemert,*

22 444 U.S. 472 (1980) 17

23 *Boyd v. Bank of Am. Corp.,*

24 2014 WL 6473804 (C.D. Cal. Nov. 18, 2014)..... 15

25 *Campanelli v. Hershey Co.,*

26 2011 WL 3583597 (N.D. Cal. May 4, 2011) 6, 7

27

28

1 *Campbell v. City of Los Angeles*,
2 903 F.3d 1090 (9th Cir. 2018)..... 6

3 *Cheryl Gaston v. FabFitFun, Inc.*,
4 2021 WL 6496734 (C.D. Cal. Dec. 9, 2021) 18

5 *Contreras v. Worldwide Flight Servs., Inc.*,
6 2020 WL 2083017 (C.D. Cal. Apr. 1, 2020).....18-19, 21

7 *Craft v. Cty. of San Bernardino*,
8 624 F. Supp. 2d 1113 (C.D. Cal. 2008)..... 25

9 *Dashiell v. Cnty. of Riverside*,
10 2018 WL 3629915 (C.D. Cal. July 19, 2018) 6, 7, 8

11 *Deaver v. Compass Bank*,
12 2015 WL 8526982 (C.D. Cal., Sept. 11, 2015)..... 14

13 *Edwards v. Chartwell Servs., Inc.*,
14 2018 WL 10455206 (C.D. Cal. Aug. 27, 2018)..... 15

15 *Elliott v. Rolling Frito-Lay Sales, LP*,
16 2014 WL 2761316 (C.D. Cal. June 12, 2014) 9

17 *Fossett v. Brady Corporation*,
18 2021 WL 2273723 (C.D. Cal., Mar. 23, 2021) 15

19 *Franco v. Ruiz Food Products, Inc.*,
20 2012 WL 5941801 (E.D. Cal. Nov. 27, 2012) 23

21 *Fuapau v. Lhoist North Am. of Ariz. Inc.*,
22 2022 WL 4451325 (N.D. Cal. Sept. 23, 2022) 24

23 *Gant v. ALDI, Inc.*,
24 2021 WL 4050936 (C.D. Cal. Aug. 25, 2021)..... 19, 21

25 *Graham v. Daimler Chrysler Corp.*,
26 34 Cal. 4th 553 (2004)..... 20

27 *Halleen v. Belk, Inc.*,
28 2018 WL 6701278 (E.D. Tex. Dec. 20, 2018)..... 16

1 *Hefler v. Wells Fargo & Co.*,
 2 2018 WL 6619983 (N.D. Cal. Dec. 18, 2018)23-24

3 *Hensley v. Eckerhart*,
 4 461 U.S. 424 (1983) 19

5 *Hernandez v. Wells Fargo Bank NA*,
 6 2022 WL 93618 (N.D. Cal. Jan. 9, 2018)21

7 *Hightower v. JPMorgan Chase Bank, N.A.*,
 8 2015 WL 9664959 (C.D. Cal. Aug. 4, 2015)..... 19, 21, 22

9 *Hopson v. Hanesbrands Inc.*,
 10 2009 WL 928133 (N.D. Cal. Apr. 3, 2009)9

11 *Hubert v. Equinox Holdings, Inc.*
 12 2024 WL 4327402 (C.D. Cal., July 22, 2024) 16

13 *In re Omnivision Techs., Inc.*,
 14 559 F. Supp. 2d 1036 (N.D. Cal. 2008) 18

15 *In re Rite Aid Corp. Sec. Litig.*,
 16 396 F.3d 294 (3d Cir. 2005).....21

17 *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab. Litig.*,
 18 2017 WL 1047834 (N.D. Cal. Mar. 17, 2017)..... 24

19 *In re Walgreen Co. Wage & Hour Litigation*,
 20 2014 WL 12853547 (C.D. Cal. Oct. 3, 2014).....22

21 *Jones v. Canon Bus. Sols., Inc.*,
 22 2014 WL 12772083 (C.D. Cal. Sept. 2, 2014)..... 19, 21, 25

23 *Julio v. Anthony, Inc.*,
 24 2015 WL 13919364 (C.D. Cal. June 24, 2015) 18, 21

25 *K.H. v. Sec’y of Dep’t of Homeland Sec.*,
 26 2018 WL 3585142 (N.D. Cal. July 26, 2018)..... 13

27 *Kang v. Wells Fargo Bank, N.A.*,
 28 2021 WL 5826230 (N.D. Cal. Dec. 8, 2021)24

1 *Kendig v. ExxonMobil Oil Corp,*
2 2020 WL 13302377 (C.D. Cal. Aug. 24, 2020).....24

3 *Knight v. Red Door Salons, Inc.,*
4 2009 WL 248367 (N.D. Cal. 2009)..... 18

5 *Kudatsky v. Tyler Technologies, Inc.,*
6 2021 WL 5356724 (N.D. Cal. Nov. 17, 2021).....23

7 *Laffitte v. Robert Half Int'l Inc.,*
8 1 Cal. 5th 480 (2016)..... 17, 21

9 *Lealao v. Beneficial California, Inc.,*
10 82 Cal. App. 4th 19 (2000).....21

11 *Lee v. The Timberland Co.,*
12 2008 WL 2492295 (N.D. Cal. June 19, 2008) 7

13 *Lowe v. Popcornopolis LLC,*
14 2020 WL 13587950 (C.D. Cal. Dec. 15, 2020) 18, 21

15 *Lynn’s Food Stores, Inc. v. U.S.,*
16 679 F.2d 1350 (11th Cir. 1982).....7, 9, 10

17 *McKeen-Chaplin v. Provident Sav. Bank, FSB,*
18 2018 WL 3474472 (E.D. Cal. July 19, 2018)6

19 *Medina v. Evolve Mortgage Services, LLC,*
20 2023 WL 11915763 (C.D. Cal. Apr. 3, 2023).....23

21 *Nat’l Rural Telecomms. Coop. v. DIRECTV, Inc.,*
22 221 F.R.D. 523 (C.D. Cal. 2004) 7

23 *Nelson v. Avon Prod., Inc.,*
24 2017 WL 733145 (N.D. Cal. Feb. 24, 2017).....21

25 *Newell v. Ensign United States Drilling (California) Inc.,*
26 2021 WL 6000227 (E.D. Cal. Dec. 20, 2021)..... 9

27 *Officers for Justice v. Civil Service Commission,*
28 688 F.2d 615 (9th Cir. 1982)..... 7

1 *Paul, Johnson, Alston & Hunt v. Graulty,*
2 886 F.2d 268 (9th Cir. 1989)..... 18

3 *Pavillard v. Ignite Int’l, Ltd.,*
4 2022 WL 2390185 (C.D. Cal. June 17, 2022) 24

5 *Potter v. Big Tex Trailer Mfg., Inc.,*
6 2019 WL 8512459 (C.D. Cal. Sept. 26, 2019)..... 9

7 *Potter v. Big Text Trailer Mfg., Inc.,*
8 2020 WL 1942619 (C.D. Cal. Mar. 2, 2020) 18, 19, 21

9 *Powers v. Eichen,*
10 229 F.3d 1249 (9th Cir. 2000)..... 18

11 *Rutti v. Lojack Corp.,*
12 2012 WL 3151077 (C.D. Cal. July 31, 2012)..... 14

13 *Saleh v. Valbin Corp.,*
14 2018 WL 6002320 (N.D. Cal. Nov. 15, 2018)..... 6

15 *Sebastian v. Sprint/United Mgmt. Co.,*
16 2019 WL 13037010 (C.D. Cal. Dec. 5, 2019) 15

17 *Six (6) Mexican Workers v. Arizona Citrus Growers,*
18 904 F.2d 1301 (9th Cir. 1990)..... 18

19 *Staton v. Boeing Co.,*
20 327 F.3d 938 (9th Cir. 2003)..... 14

21 *Steiner v. Am. Broad. Co.,*
22 248 F. App'x 780 (9th Cir. 2007) 25

23 *Sypherd v. Lazy Dog Restaurants, LLC,*
24 2023 WL 1931319 (C.D. Cal. Feb. 10, 2023)..... 19, 21

25 *Thomas v. Cognizant Tech. Sols. U.S. Corp.,*
26 2013 WL 12371622 (C.D. Cal. June 24, 2013) 15

27 *Torchia v. W.W. Grainger, Inc.,*
28 2014 WL 7399230 (E.D. Cal. 2014) 21

1 *Valenzuela v. City of Anaheim*,
 2 2023 WL 2249178 (C.D. Cal. Feb. 23, 2023).....23

3 *Van Vranken v. Atlantic Richfield Co.*,
 4 901 F. Supp. 294 (N.D. Cal. 1995)25

5 *Vizcaino v. Microsoft Corp.*,
 6 290 F.3d 1043 (9th Cir. 2002)..... 18

7 *Wallace v. Countrywide Home Loans, Inc.*,
 8 2015 WL 13284517 (C.D. Cal. Apr. 17, 2015)..... 19, 21

9 *Yue Zhou v. Wang’s Rest.*,
 10 2007 WL 172308 (N.D. Cal. Jan. 17, 2007) 7

11 **RULES, STATUTES, REGULATIONS**

12 Fed. R. Civ. P. 23(e)6

13

14 Fed. R. Civ. P. 30(b)(1)2, 10

15 Fed. R. Civ. P. 30(b)(6)2, 10

16 29 U.S.C. § 201..... 13

17

18 29 U.S.C. § 216(b).....6

19 29 C.F.R. § 553.225..... 11

20 **OTHER AUTHORITIES**

21

22 4 Newberg on Class Actions § 14.724

23

24

25

26

27

28

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I. INTRODUCTION**

3 Plaintiffs filed this case in February 2023, alleging that City of Los Angeles
4 failed to pay firefighters in the Los Angeles Fire Department (the “Department”) for
5 all hours worked due a practice of holding firefighters for up to an hour and a half at
6 shift change without proper compensation. Approximately 1,146 firefighters
7 participated in the case, which Plaintiffs litigated efficiently through discovery.
8 Following a successful mediation the parties reached a \$9,500,000 settlement. This
9 settlement will result in payment—after attorneys’ fees, costs and other settlement
10 expenses—of 100% of the alleged wage loss due to the Department’s policy of
11 implementing “limited recalls,” or mandatory holdovers, which was a central issue in
12 the case. The settlement will provide additional funds for wage loss due to firefighters
13 being held at the end of their shift for other reasons.

14 The Court should approve the settlement (as required in Fair Labor Standards
15 Act (“FLSA”) cases), because it delivers an excellent result while avoiding the time,
16 expense, and uncertainty of trial and appeals. Plaintiffs request Court approval in a
17 single-step motion process so workers can receive payment as quickly as possible.

18 **II. BACKGROUND**

19 **A. Factual Allegations, Discovery, and Damages Analysis**

20 Plaintiffs worked 24 hour shifts as firefighters for the City of Los Angeles
21 (“Defendant,” or the “City”) in the following positions: Firefighter III, Paramedic,
22 Firefighter III Paramedic, Apparatus Operator, Engineer, Fire Captain I, Fire Captain
23 II, Fireboat Pilot, Fireboat Mate, Helicopter Pilot I, Helicopter Pilot II, Helicopter
24 Pilot III, Helicopter Pilot IV, and Helicopter Pilot V. (ECF No. 68.) Plaintiffs allege
25 that, while the official start and end time of their shifts was 8:00 a.m., the actual
26 policy and practice was that firefighters were expected to arrive (and, in practice, did
27 arrive) for their shift no later than 6:30 a.m. to relieve their counterpart on the prior
28 shift. (ECF No. 1, ¶ 23.) As such, the shift actually operated from 6:30 a.m. to 6:30

1 a.m., instead of from 8:00 a.m. to 8:00 a.m.

2 Plaintiffs allege that the City violated the FLSA because the Department
3 regularly held firefighters at the end of their shift, often until 8:00 a.m. or later,
4 without paying any wages for the time between 6:30 a.m. and their actual release
5 time. (*Id.* ¶¶ 23-29.) One reason for this alleged failure to pay wages was the
6 Department’s practice of implementing a ”limited recall.” (*Id.* ¶ 27.) When the
7 Department ordered a limited recall, all firefighters Department-wide were required to
8 stay on at the end of their shift until the recall ended, which was usually at 8:00 a.m.
9 (*Id.*) Plaintiffs allege that the Department implemented this practice as a way to
10 manage staffing issues. (*See id.*) Plaintiffs were held over for other reasons in addition
11 to limited recalls, such as when the relieving firefighter had to travel from another
12 station, or whether the oncoming shift was short staffed. (*See id.* ¶¶ 32-38.)

13 More than 1,146 employees joined the case. Following the notice period, the
14 parties exchanged written discovery and took several depositions. (Helland Decl. ¶ 3.)
15 Twenty Plaintiffs responded to interrogatories relating to, among other things, the
16 reasons they were held past 6:30 a.m. and the frequency of such occurrences. (*Id.*)
17 Another six Plaintiffs provided declarations testifying to similar facts. (*Id.*) The City
18 deposed two Plaintiffs prior to mediation. (*Id.*)

19 For their part, Plaintiffs took a 30(b)(6) deposition through two witnesses.
20 (Helland Decl. ¶ 5.) Plaintiffs also took a 30(b)(1) deposition relating to the City’s
21 data practices. (*Id.*) Following that deposition, the City produced data showing the
22 dates the Department ordered limited recalls as well as data outlining the dates each
23 Plaintiff worked. (*Id.*) Plaintiffs used this data to determine how many times each
24 Plaintiff was subject to limited recall within their applicable statute of limitations.
25 (*Id.*) In addition to the data, the City produced over 65,000 pages of documents. (*Id.* ¶
26 6.) The document production included, among other things, emails, policy manuals,
27 and internal correspondence regarding relevant Departmental practices. (*Id.*)

28 Using an average wage rate of \$45.06, and based on Defendant’s data,

1 Plaintiffs estimated that the wage loss associated with limited recalls was \$2,015,000.
2 (Helland Decl. ¶ 7.) When doubled for liquidated damages, the potential damages
3 associated with limited recall were \$4,030,000. Based on estimates in Plaintiffs’
4 interrogatory responses and declarations, Plaintiffs also calculated damages for being
5 held past 6:30 a.m. for reasons other than limited recall. (*Id.* ¶ 8.) Importantly, there
6 are no records to support these damages because Defendant did not record what times
7 firefighters actually started and stopped their shifts. (*Id.*) The damages are therefore
8 based solely on Plaintiffs’ estimates. (*Id.*) Plaintiffs calculated the wage loss
9 associated with the non-limited recall holdovers to be approximately \$12,290,000.
10 (*Id.*) This amount could increase to \$24,580,000 with liquidated damages. (*Id.*)
11 Plaintiffs therefore calculated the maximum potential damages to be approximately
12 \$28,610,000. (*Id.*)

13 **B. The Settlement**

14 The parties attended mediation with the Hon. Patrick J. Walsh (Ret.) on July
15 15, 2024. (Helland Decl. ¶ 10.) The parties accepted the mediator’s proposal at the
16 close of mediation and Plaintiffs filed a Notice of Tentative Settlement on August 15,
17 2024. (ECF No. 153.) Thereafter, the parties negotiated a settlement agreement,
18 which is the subject of this motion. (Helland Decl. ¶ 10.)

19 Under the settlement, Defendant will pay \$9,500,000. (Helland Decl., Exh. 1
20 (“Agreement”), § I.D.) The gross settlement amount includes:

- 21 • Payments for Participating FLSA Collective Members, calculated based on
22 Plaintiffs’ Counsel’s damages model under a three-year statute of limitations
23 (*Id.* §II.C.; Helland Decl. Exh. 2);
- 24 • Administration costs, not to exceed \$10,000 (Agreement § II.F.2.; Helland
25 Decl. ¶ 12.);
- 26 • Any employer-side taxes (Agreement § II.B.);
- 27 • Attorneys’ litigation costs (subject to Court approval), estimated not to exceed
28 \$20,000 (*Id.* § II.D.2.) and attorneys’ fees (subject to Court approval)

1 equivalent to 25% of the Total Settlement Amount, or not more than
2 \$2,375,000 (*Id.*);

- 3 • An enhancement award of \$10,000 to Named Plaintiff Daniel Gonzalez,
4 \$5,000 enhancement awards for Named Plaintiffs John Frye and Tony Ortiz,
5 and \$1,000 service payments for deposed Plaintiffs Eric Dillon and Andrew
6 Rees (subject to Court approval), for their service and efforts in obtaining the
7 benefits of the Settlement (*Id.* § II.D.1.); and
- 8 • A contingency fund of \$25,000, used to address any discrepancies, errors, or
9 omissions in the allocation. (*Id.* §§ I.F; II.B.)

10 The settlement covers the FLSA Collective, which includes all individuals who
11 returned consent forms and did not subsequently withdraw. (Agreement §§ I.D.; I.G.)
12 After accounting for those exclusions, the settlement will distribute \$7,051,311.37 to
13 1,146 Opt-in Plaintiffs. (Helland Decl. ¶ 11, Exh. 2.) The settlement only covers the
14 FLSA Collective – it does not include any Rule 23 class or any PAGA representative
15 action. A redacted allocation, which will be subject to further revision by the
16 settlement administrator, is attached as Helland Declaration Exhibit 2.

17 The FLSA Collective Members are not required to submit a claim form to
18 receive payment. (Agreement § II.G.2. (describing notice process.)) Instead, the
19 Settlement Notice will advise recipients of their expected allocation and their right to
20 exclude themselves if they want to preserve their right to sue individually. (*Id.*;
21 Agreement Exh. B.) Any FLSA Collective Member who excludes themselves from
22 the settlement will have 60 days to file their own case before their statute of
23 limitations begins running again. (*Id.* § II.G.3.a.) Because the City will not receive a
24 release of claims for such individual, the settlement amount will be reduced by the
25 amount of the excluded Plaintiff’s allocation plus associated attorneys’ fees on a
26 percentage basis. (*Id.* § II.G.7.)

27 Those FLSA Collective Members who do not request exclusion—i.e., the
28 “Participating FLSA Collective Members”—will receive an allocation that covers

1 approximately 100% of their allegedly unpaid wages relating to limited recalls within
2 the applicable statute of limitations, based on Plaintiffs’ Counsel’s calculations.
3 (Helland Decl. ¶ 11.) This accounts for \$2,055,047.31 of the \$7,051,311.37 available
4 for distribution. (*Id.*) The remaining \$4,996,264.06 will be distributed pro rata
5 amongst Participating FLSA Collective Members based on the number of work shifts
6 in the applicable statute of limitations when they could have been held over without
7 pay for reasons other than limited recall. (*Id.*)

8 **C. The Settlement Notice Process and Scope of the Release.**

9 The agreed-upon settlement notice describes the litigation, the terms of the
10 Settlement, and the respective options for eligible individuals to participate in the
11 settlement. (Agreement, Exhibit B.) Specifically, the notice advises Plaintiffs that they
12 need not take any action in order to participate in the settlement. (*Id.* § II.D.) The
13 notice also advises Plaintiffs that they may withdraw if they do not wish to receive
14 their settlement payment and wish to pursue their claims on their own. (*Id.*) The
15 statute of limitations will be tolled for 60 days for any Plaintiff who does so. (*Id.*) The
16 notice also discloses attorneys’ fees and costs, the scope of the release, the basis of
17 settlement allocations, and how FLSA Collective Members may obtain additional
18 information about the Settlement. (*See, generally, id.*) The notice informs recipients of
19 their estimated allocation. (*Id.* § II.D.)

20 The Parties selected Simpluris as the Settlement Administrator. (Helland Decl.
21 ¶ 12.) Simpluris is reputable and experienced. (*Id.*)

22 If the settlement is approved, Participating FLSA Collective Members will
23 release claims for unpaid overtime under the FLSA “related to late relief or limited
24 recalls, based on the facts alleged in the operative complaint in the Action, through
25 July 15, 2024.” (Agreement § II.H.) This narrow release aligns with claims in the
26 case. (*Id.*) The release excludes claims pending in other litigation against the City.
27 (*Id.*)
28

1 **III. ARGUMENT**

2 **A. The Two-Step, Rule 23 Approval Process is Not Necessary Here**

3 The Court is likely familiar with the two-step settlement approval process used
4 in Rule 23 class actions. Under that process, a court first grants preliminary approval
5 to a settlement. Notice of the settlement then issues to the settlement class, who have
6 the opportunity to object to the settlement or opt out of the settlement to preserve their
7 rights. After the notice period is complete, the parties return to the Court for final
8 approval of the settlement, which also usually includes approval of attorneys' fees,
9 costs, and any named plaintiff enhancements. This process fulfills the requirements of
10 Rule 23(e) of the Federal Rules of Civil Procedure.

11 FLSA cases do not follow Rule 23. *See Campbell v. City of Los Angeles*, 903
12 F.3d 1090, 1101 (9th Cir. 2018). As a result, FLSA settlements need not follow the
13 notice procedures in Rule 23(e). *See, e.g., Dashiell v. Cnty. of Riverside*, 2018 WL
14 3629915 (C.D. Cal. July 19, 2018) (single approval motion); *Campanelli v. Hershey*
15 *Co.*, 2011 WL 3583597, *1 (N.D. Cal. May 4, 2011) (same); *McKeen-Chaplin v.*
16 *Provident Sav. Bank, FSB*, 2018 WL 3474472, at *1 (E.D. Cal. July 19, 2018) (same);
17 *Saleh v. Valbin Corp.*, 2018 WL 6002320, at *4 (N.D. Cal. Nov. 15, 2018) (same).
18 That said, FLSA settlements *do* require court review for fairness. *See, e.g., Dashiell*,
19 2018 WL 3629915, at *2. Given the size of the FLSA Collective, Plaintiffs seek the
20 Court's review and approval of the settlement prior to sending notice to Opt-in
21 Plaintiffs, to ensure that the Settlement meets approval requirements. The parties do
22 *not* believe, however, that a second round of motion practice is necessary for "final
23 approval" of the settlement. Instead, the Parties envision distributing settlement funds
24 after the notification period, then returning to the Court with a stipulated dismissal
25 following the check cashing period. (Agreement, § II.A.8.)

26 **B. The FLSA Settlement Warrants Approval**

27 Because FLSA rights generally cannot be waived, settlement of private actions
28 for back wages pursuant to 29 U.S.C. § 216(b) must be approved by the district court.

1 *See Lynn’s Food Stores, Inc. v. U.S.*, 679 F.2d 1350, 1353 (11th Cir. 1982); *Dashiell*,
2 2018 WL 3629915, at *2. The decision of whether to approve a collective action
3 settlement lies within the trial court’s discretion. *See Lynn’s Food Stores*, 679 F.2d at
4 1350. In order to approve an FLSA settlement, a court must determine it is a “fair and
5 reasonable resolution of a bona fide dispute” of the FLSA claims. *Id.* at 1355;
6 *Dashiell*, 2018 WL 3629915, at *2; *Campanelli*, 2011 WL 3583597, at *1; *Ambrosino*
7 *v. Home Depot U.S.A, Inc.*, 2014 WL 3924609, at *2 (S.D. Cal. Aug. 11, 2014); *Lee v.*
8 *The Timberland Co.*, 2008 WL 2492295, * 2 (N.D. Cal. June 19, 2008); *Yue Zhou v.*
9 *Wang’s Rest.*, 2007 WL 172308, *2 (N.D. Cal. Jan. 17, 2007).

10 If an FLSA settlement reflects a “reasonable compromise over issues,” that are
11 “actually in dispute,” the court may approve the settlement “to promote the policy of
12 encouraging settlement of litigation.” *Lynn’s Food Stores*, 679 F.2d at 1354; *Yue*
13 *Zhou*, 2007 WL 172308, *2. Court approval of FLSA settlements helps ensure that
14 the resolution is not “a mere waiver of statutory rights brought about by an
15 employer’s overreaching.” *Lynn’s Food Stores*, 679 F.2d at 1354. Settlements of
16 court actions are permissible because “initiation of the action by the employees
17 provides some assurance of an adversarial context.” *Id.*

18 “It is well-settled law that a cash settlement amounting to only a fraction of the
19 potential recovery will not per se render the settlement inadequate or unfair.” *Officers*
20 *for Justice v. Civil Service Commission*, 688 F.2d 615, 628 (9th Cir. 1982). As the
21 Ninth Circuit noted in *Officers for Justice*, “[u]ltimately the amount of the [settlement
22 payments] will be less than what some class members feel they deserve but,
23 conversely, more than the defendants feel those individuals are entitled to. This is
24 precisely the stuff from which negotiated settlements are made.” *Id.* Generally,
25 “unless the settlement is clearly inadequate, its acceptance and approval are preferable
26 to lengthy and expensive litigation with uncertain results.” *Nat’l Rural Telecomms.*
27 *Coop. v. DIRECTV, Inc.*, 221 F.R.D. 523, 526 (C.D. Cal. 2004).

28 While recognizing that Rule 23 class action principles do not necessarily apply

1 in FLSA collective actions, courts in this district have nevertheless borrowed from
2 Rule 23 approval factors in reviewing FLSA settlements. *See, e.g., Dashiell*, 2018 WL
3 3629915, at *3. Courts in this district “often consider the following factors when
4 evaluating settlements under FLSA: (1) the plaintiff’s range of possible recovery; (2)
5 the stage of proceedings and amount of discovery completed; (3) the seriousness of
6 the litigation risks faced by the parties; (4) the scope of any release provision in the
7 settlement agreement; (5) the experience and views of counsel and the opinion of
8 participating plaintiffs; and (6) the possibility of fraud or collusion.” *Id.*

9 When reviewing these factors, the Court should bear in mind that the *Lynn’s*
10 *Foods* analysis primarily inquires as to whether a settlement involves overreach by an
11 unscrupulous employer seeking to extinguish statutory rights, or instead represents a
12 reasonable compromise of disputed issues. Here, the settlement far exceeds the
13 baseline of a “reasonable” compromise, and therefore easily meets the standard for
14 approval. The settlement is an excellent result for over a thousand firefighters who
15 sought fair treatment and pay for time when they were held at the end of their shift.

16 1. The Range of Recovery Supports Approval

17 Plaintiffs analyzed damages in two buckets: damages associated with limited
18 recall and damages associated with other reasons that Plaintiffs were held past the end
19 of their shift. The limited recall damages totaled \$2,015,000 unliquidated and
20 \$4,030,000 liquidated. (Helland Decl. ¶ 7.) The other damages totaled \$12,290,000
21 unliquidated and \$24,580,000 with liquidated damages. (*Id.* ¶ 8.) Plaintiffs therefore
22 calculated the maximum potential liquidated damages to be approximately
23 \$28,610,000. (*Id.*)

24 The limited recall damages drove the litigation. Limited recall damages could
25 be calculated based on data, whereas the damages related to other holdovers depended
26 on Plaintiffs’ estimates. Moreover, Plaintiffs believe they had strong evidence that the
27 Department utilized limited recalls to address staffing shortages. The damages
28 relating to holdover for other reasons faced more litigation risk. First, while it is true

1 that FLSA plaintiffs may estimate their damages in the absence of records, plaintiff
2 estimates are subject to cross examination and impeachment and may not stand up at
3 trial. The City believes Plaintiffs vastly overestimated both the frequency and
4 duration of holdovers for reasons other than limited recall. These damages therefore
5 faced heightened litigation risk. Second, the City had legal defenses to Plaintiffs’
6 allegation that 6:30 a.m. was the expected departmental start time. *See* Section
7 III.B.3., *infra*. These defenses posed an additional layer of litigation risk.

8 Viewed through this lens, the settlement delivers an excellent result. The
9 \$9,500,000 settlement is 237% of the maximum possible *liquidated* damages related
10 to limited recalls. In other words, Plaintiffs recovered well over twice the amount of
11 their verifiable FLSA damages, and almost five times the amount of their verifiable
12 FLSA wage loss. But even as compared to the maximum possible estimated damages
13 of \$28,610,00, the \$9,500,000 settlement (i.e., 33% of maximum possible damages)
14 delivers an excellent result in light of litigation risks and warrants approval. *See, e.g.*,
15 *Potter v. Big Tex Trailer Mfg., Inc.*, 2019 WL 8512459, at *7 (C.D. Cal. Sept. 26,
16 2019) (approving wage and hour settlement that recovered approximately 32 percent
17 of the estimated damages); *Elliott v. Rolling Frito-Lay Sales, LP*, 2014 WL 2761316,
18 at *7 (C.D. Cal. June 12, 2014) (approving wage and hour settlement recovering 31%
19 of damages); *Newell v. Ensign United States Drilling (California) Inc.*, 2021 WL
20 6000227, at *13 (E.D. Cal. Dec. 20, 2021) (approving FLSA settlement with recovery
21 of between 20 and 40 percent of possible damages); *Hopson v. Hanesbrands Inc.*,
22 2009 WL 928133 (N.D. Cal. Apr. 3, 2009) (approving settlement constituting 39
23 percent of maximum recovery for lost wages).

24 2. The Stage of Proceedings and Discovery Supports Approval

25 The *Lynn’s Foods* analysis protects employees by ensuring that FLSA
26 settlements are not “a mere waiver of statutory rights brought about by an employer’s
27 overreaching.” *Lynn’s Food Stores*, 679 F.2d at 1354. In *Lynn’s Food Stores*, the
28 employer went behind the back of the Department of Labor (“DOL”) to obtain

1 individual releases from its employees, securing 14 releases in exchange for \$1,000
2 total. *Id.* at 1352. The settlement amount was a fraction of the wages allegedly at
3 issue. *Id.* Many employees were unaware that the DOL had determined that their
4 employer owed them money, and some employees did not speak English. *Id.* at 1354.

5 Those facts are not present here. Although Plaintiffs litigated this case
6 efficiently, they gathered more than enough information to allow them to adequately
7 value the claims and weigh the risks of litigation. As noted above, Plaintiffs took the
8 Rule 30(b)(6) deposition through two witnesses and conducted a 30(b)(1) deposition
9 to learn more about Defendant’s employment data. (Helland Decl. ¶ 5.) The City
10 produced over 65,000 pages of documents in response to Plaintiffs’ discovery
11 requests. (*Id.* ¶ 6.) Most importantly, the City produced data through which Plaintiffs
12 could determine the extent of allegedly unpaid overtime due to limited recall
13 holdovers. (*Id.* ¶¶ 5, 7.)

14 The City elected not to engage in wide-ranging deposition discovery prior to
15 mediation. Instead, the City served Plaintiffs with targeted interrogatories aimed at
16 exploring Plaintiffs’ factual allegations and potential damages. (Helland Decl. ¶ 3.)
17 These interrogatory responses, along with additional Plaintiff declarations, were
18 sufficient to allow the parties to weigh the risks and possible damages ranges at trial.
19 (*Id.* ¶ 9.) Similarly, the policy and procedure documents Defendant produced allowed
20 Plaintiffs to explore the contours of the City’s factual and legal defenses. (*Id.*) Thus,
21 while no substantive issues were resolved through motion practice, Plaintiffs
22 nevertheless were well-equipped to weigh the risks and potential benefits of
23 proceeding to trial. (*Id.*)

24 3. The Litigation Risks Support Approval

25 The litigation risks also support approval. Plaintiffs faced two primary litigation
26 risks—one on the merits, and one on damages.

27 On the merits, Plaintiffs’ case rested on overcome an FLSA regulation that
28 specifically addresses “early relief.” That regulation provides:

1 It is a common practice among employees engaged in fire protection
2 activities to relieve employees on the previous shift prior to the scheduled
3 starting time. Such early relief time may occur pursuant to employee
4 agreement, either expressed or implied. **This practice will not have the**
5 **effect of increasing the number of compensable hours of work for**
6 **employees employed under section 7(k) where it is voluntary on the**
7 **part of the employees and does not result, over a period of time, in**
8 **their failure to receive proper compensation for all hours actually**
9 **worked.** On the other hand, if the practice is required by the employer, the
10 time involved must be . . . treated as compensable hours of work.

11 29 C.F.R. § 553.225 (emphasis added). As noted above, Plaintiffs alleged that, while
12 the official start and end time of each shift was 8:00 a.m., the expectation and practice
13 was that firefighters “made relief” at 6:30 a.m. But due to limited recalls, short
14 staffing, and other issues, Plaintiffs were often held after 6:30 a.m. without additional
15 pay, despite beginning their shift at 6:30 a.m. the day before. To secure payment for
16 that time, Plaintiffs would have had to show either that (1) the 6:30 a.m. start time
17 was *not truly voluntary*, or (2) that the practice of limited recall resulted in a failure by
18 the City to pay all wages due, over a period of time.

19 The City was clearly aware of this regulation and papered its employment
20 manuals with references to early relief being “voluntary.” Plaintiffs would have had to
21 overtime those policy manuals with testimony and evidence about the Department
22 culture and expectations. Along the same lines, the City referred to early relief as a
23 “privilege” that could be taken away. The City likely could have elicited testimony
24 from firefighters that they participated in early relief to help their fellow firefighters,
25 not for their own benefit, and that many firefighters did not expect to be paid more for
26 showing up early. Plaintiffs would have combatted such testimony with evidence that
27 holdovers had increased since Covid and that the Department was taking advantage of
28 early relief to address staffing issues on the fly between 6:30 a.m. and 8:00 a.m.
without paying any additional wages to firefighters during that time. As a result, the
practice was no longer truly voluntary *and* it resulted in a substantial amount of

1 unpaid work. Although Plaintiffs felt their arguments were strong, there was no
2 assurance that they would prevail on the merits.

3 Plaintiffs' second litigation risk relates to damages. Fortunately, departmental
4 records allowed Plaintiffs to identify the dates on which each firefighter was held over
5 without pay due to limited recall. But those easily-identifiable damages only totaled
6 \$2,015,000 in wage loss (plus another \$2,015,000 in potential liquidated damages).
7 The much bigger source of potential damages relied solely on Plaintiffs' estimates as
8 to how often they were held over for reasons other than limited recall. In most FLSA
9 cases, Plaintiffs only need to estimate their work hours per day or week to estimate
10 their unpaid time. But here, the estimation was much more complicated. Plaintiffs are
11 only eligible for damages when they were held past the end of a shift on a day when
12 they did not work the following day. That is because if a Plaintiff's relief showed up
13 late but the Plaintiff worked the following shift—either because they scheduled to
14 stay on or because they stayed on for an entire shift due to lack of relief—then the late
15 relief did not result in any additional unpaid time (as long as they were relieved at
16 6:30 am the next day). Accordingly, to estimate damages, Plaintiffs had to estimate
17 the percentage of their shifts in which 1) they were held past 6:30; 2) the reason for
18 being held over was something *other than* limited recall; and 3) they were eventually
19 relieved, such that they did not work the following shift. On top of that, Plaintiffs also
20 had to estimate the average time they were relieved during these scenarios.

21 This estimate is not intuitive. And while the law permits Plaintiffs to establish
22 damages through estimates in the absence of records, *see Anderson v. Mt. Clemens*
23 *Pottery Co.*, 328 U.S. 680, 682 (1946), such estimates are subject to challenge on
24 cross examination. In the two depositions the City took prior to mediation, the City
25 questioned the Plaintiffs extensively on their estimates. The City took the position that
26 these Plaintiffs' estimates were inflated and that Plaintiffs would not be able to
27 establish anywhere near their claimed non-limited recall damages at trial. Plaintiffs, of
28 course, believe their estimates were well-founded, but nevertheless recognized the

1 substantial risk that the City could effectively undermine these estimates at trial.

2 Of course, these are not the only litigation risks Plaintiffs faced, as all litigation
3 carries risks. For example, the City could have sought to decertify the FLSA
4 collective. Some Plaintiffs might decline to participate in discovery or trial, leading to
5 the dismissal of their claims. Any successful trial victory would have been subject to
6 appeal. Plaintiffs could have faced challenges presenting their data review to the jury.
7 The City would have opposed liquidated damages—which, if successful, would have
8 cut the damages in half—and the three year statute of limitations, which requires a
9 showing of willfulness. The list goes on. But as Plaintiffs weighed litigation risks in
10 the context of settlement, the primary drivers towards settlement were the risk on the
11 merits under the “early relief” regulation and uncertainty regarding non-limited recall
12 damages. These risks were significant and they support the discounts for settlement.

13 4. The Scope of Release Supports Approval

14 The release in the settlement is incredibly narrow:

15 As of the Funding Date, the Named Plaintiffs and Participating FLSA
16 Collective Members shall fully and forever release any and all known
17 and unknown claims . . . against the City for unpaid overtime under the
18 Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, related to late relief
19 or limited recalls, based on the facts alleged in the operative complaint
20 in the Action, through July 15, 2024. This release expressly excludes
21 any claims pending in other litigation against the City of Los Angeles
22 including, but not limited to, claims asserted in the matter of *Nicholas*
23 *Acedo, et al v. City of Los Angeles*, Case Number 2:23-cv-04482.

24 (Agreement § II.H.) The narrow release supports approval. *See K.H. v. Sec’y of Dep’t*
25 *of Homeland Sec.*, 2018 WL 3585142, at *4 (N.D. Cal. July 26, 2018) (denying
26 approval under *Lynn’s Food* based on overbroad release, collecting cases).

27 5. View of Counsel and Plaintiffs Support Approval

28 Plaintiffs’ Counsel support the settlement as an excellent result. The Named
Plaintiffs also support the result. This factor supports approval.

6. There is No Possibility of Fraud or Collusion

1 There is no fraud or collusion here. Plaintiffs and the City are represented by
2 competent and experienced counsel. This settlement had to be approved by the City
3 Council, which caused a significant delay between the accepted mediator’s proposal
4 and the final settlement agreement. There are almost 1,150 firefighters involved in the
5 settlement. The parties litigated through discovery and exchanged substantial
6 information before engaging the services of a respected retired judge as a mediator.
7 Plaintiff Gonzalez attempted to resolve this issue internally before bringing suit. (*See*
8 *Gonzalez Decl.* ¶¶ 3-5.) Nothing about this settlement suggests any collusion between
9 the Parties or counsel, and there is no fraud on the Court or any party.

10 7. The Proposed Enhancements are Appropriate

11 Plaintiffs request the Court’s approval of incentive and service payments to the
12 Named Plaintiffs in the amount of \$10,000 for Plaintiff Gonzalez, \$5,000 each for
13 Plaintiffs Frye and Ortiz, and \$1,000 each for Plaintiffs Eric Dillon and Andrew Rees
14 who sat for last minute depositions prior to mediation. These enhancements amount to
15 approximately 0.2% of the settlement (\$22,000 / \$9,500,000). They are appropriate in
16 light of “the actions the Plaintiff has taken to protect the interests of the class, the
17 degree to which the class has benefited from those actions, . . . the amount of time and
18 effort the Plaintiff expended in pursuing the litigation . . . and reasonable fears of
19 workplace retaliation.” *Staton v. Boeing Co.*, 327 F.3d 938 at 963 (9th Cir. 2003).

20 By initiating and lending their name to this lawsuit, the Named Plaintiffs took
21 individual risk. *See Rutti v. Lojack Corp.*, 2012 WL 3151077, at **5-6 (C.D. Cal. July
22 31, 2012) (noting the “strong disincentives for employees to participate in a class
23 action against their current or former employer, particularly when the suit requires an
24 affirmative opt-in, as does the FLSA”); *Deaver v. Compass Bank*, 2015 WL 8526982,
25 at *15 (N.D. Cal., Sept. 11, 2015) (enhancement award “is particularly appropriate in
26 this wage and hour class action, where Plaintiff undertook a significant ‘reputational
27 risk’ in bringing this action against her former employer.”). The Named Plaintiffs
28 faced reputational risk and/or retaliation, but chose to initiate the case anyway.

1 Plaintiffs request \$10,000 for Plaintiff Gonzalez because he was instrumental in
2 pursuing pay for the time at issue, both prior to the lawsuit and during the case. (*See*
3 Gonzalez Decl. ¶¶ 2-6, 9-11.) Plaintiff Gonzalez has long been a vocal proponent of
4 the issues raised in this case. (*Id.* ¶ 2.) He raised this issue internally and with his
5 union before seeking private counsel. (*Id.* ¶¶ 4-5.) Of his own accord, he created a
6 lengthy video outlining his position on why firefighters should get paid for the time at
7 issue and distributed the video to co-workers. (*Id.* ¶ 3.) He provided substantial
8 information about the case and the Department’s practices to counsel. (*Id.* ¶¶ 6, 9.) He
9 appeared with Counsel at a press conference outside City Hall to raise awareness for
10 the issues underlying the lawsuit. (*Id.* ¶ 9.) He participated in mediation. (*Id.* ¶ 11.)
11 His fellow Named Plaintiffs agree with Counsel’s view that Mr. Gonzalez was the
12 leader in the case and deserves a higher enhancement award. (Frye Decl. ¶ 6; Ortiz
13 Decl. ¶ 4.) A \$10,000 enhancement award is appropriate for individuals like Plaintiff
14 Gonzalez who contributed greatly to the litigation. *See, e.g., Andrews v. Plains All*
15 *Am. Pipeline L.P.*, 2022 WL 4453864, at *5 (C.D. Cal. Sept. 20, 2022) (\$15,000
16 enhancement awards to named plaintiffs); *Edwards v. Chartwell Servs., Inc.*, 2018
17 WL 10455206, at *1-2, *8 (C.D. Cal. Aug. 27, 2018) (approving a \$10,000
18 enhancement award); *Thomas v. Cognizant Tech. Sols. U.S. Corp.*, 2013 WL
19 12371622, at *9 (C.D. Cal. June 24, 2013) (same); *Sebastian v. Sprint/United Mgmt.*
20 *Co.*, 2019 WL 13037010, at *9 (C.D. Cal. Dec. 5, 2019) (same); *Abdullah v. U.S. Sec.*
21 *Assocs., Inc.*, 2017 WL 11630767, at *11 (C.D. Cal. Dec. 4, 2017) (\$15,000
22 enhancement award to named plaintiffs); *Boyd v. Bank of Am. Corp.*, 2014 WL
23 6473804, at *7 (C.D. Cal. Nov. 18, 2014) (\$15,000 enhancement award); *Fossett v.*
24 *Brady Corporation* 2021 WL 2273723, at *10 (C.D. Cal., Mar. 23, 2021) (“Plaintiff’s
25 requested enhancement award of \$7,500 is consistent with payments made in other
26 wage and hour class action settlement agreements”).

27 Plaintiffs request \$5,000 for Plaintiffs Frye and Ortiz because they assisted in
28 preparing the case and consulted with Counsel during litigation. (Frye Decl. ¶¶ 4-5;

1 Ortiz Decl. ¶¶ 3, 5.) Plaintiffs Frye and Ortiz joined Plaintiff Gonzalez in the litigation
2 because they believed in the cause and wanted to ensure fair treatment for firefighters.
3 (Frye Decl. ¶ 2; Ortiz Decl. ¶ 2.) Plaintiff Ortiz attended mediation with Plaintiff
4 Gonzalez. (Ortiz Decl. ¶ 5.) Plaintiff Frye intended to attend the mediation but was
5 out of the country without reliable internet service. (Frye Decl. ¶ 5.) Enhancement
6 awards of \$5,000 are presumptively reasonable in the Ninth Circuit. *Hubert v.*
7 *Equinox Holdings, Inc.* 2024 WL 4327402, at *11. (C.D. Cal., July 22, 2024).

8 Plaintiffs request \$1,000 enhancement awards for Plaintiffs Dillon and Rees.
9 Both provided written discovery responses and sat for deposition on very short notice
10 prior to mediation. (Helland Decl. ¶ 4.) Their depositions were important to
11 Defendant because Defendant wanted a better understanding of Plaintiffs' position
12 prior to mediation. (*Id.*) In Counsel's view, this settlement would not have been
13 possible if Plaintiffs had not been able to produce individuals for deposition prior to
14 mediation. (*Id.*) Plaintiffs Dillon and Rees were willing and able to make that sacrifice
15 for their coworkers on very short notice, and they both performed admirably in their
16 depositions. (*Id.*) It is appropriate to allocate enhancements to members of an FLSA
17 collective who sat for deposition. *See, e.g., Halleen v. Belk, Inc.*, 2018 WL 6701278,
18 at *4 (E.D. Tex. Dec. 20, 2018); *Berndt v. Cleary Bldg. Corp.*, 2013 WL 6331344, at
19 *2 (W.D. Wis. Dec. 5, 2013). Plaintiffs respectfully request that the Court approve the
20 proposed enhancements.

21 8. The Court Should Approve the *Cy Pres* Designee

22 The Settlement provides a robust process to ensure that Participating Opt-in
23 Plaintiffs receive and cash their settlement checks. (Agreement § II.G.8.) There will
24 be a second distribution if the money related to uncashed checks is sufficient to allow
25 payment averaging at least \$200 to each Participating Opt-in Plaintiff who cashed
26 their initial check, net of the costs of distribution. (*Id.* § II.G.9.) Any unused money in
27 the Contingency Fund shall be included in the calculation and allocation of any
28 second distribution. (*Id.*) However, if there are not enough funds for a second

1 distribution, or if there are unclaimed funds after a second distribution, those funds
2 will also be donated to the Widows, Orphans, and Disabled Firefighters Fund. (*Id.* §
3 II.G.10.) “The Widows, Orphans & Disabled Firefighter’s Fund is a non-profit
4 501(c)(3) charity, founded in 1906, and dedicated to helping the families of
5 firefighters injured or killed in the line of duty or facing other crisis.” *See*
6 <https://www.wodff.org/donate-now/> (last visited February 6, 2025.) The Court should
7 approve the *Cy Pres* designee.

8 **C. The Court Should Award Attorneys’ Fees of 25% Plus Costs**

9 Plaintiffs’ Counsel seek approval of an attorney fee of \$2,375,000, which
10 represents 25% of the settlement. Because this is not a Rule 23 settlement, some of the
11 concerns underlying a court’s review of attorneys’ fees are not present. For example,
12 unlike in a Rule 23 class, where class members are part of a certified class unless they
13 decide to opt-out, each FLSA Collective Member affirmatively chose to join the
14 litigation and to remain in the case through discovery and appeal, to the eve of trial.

15 That being said, Plaintiffs request fees on a percentage of the fund basis.
16 Plaintiffs therefore support their request using a traditional common fund analysis
17 with a lodestar cross check. Given the excellent result in the case and the amount of
18 work it took to secure that result, both methods support approving the requested fees.

19 1. The Common Fund Factors Support Approving the Fee Request

20 The United States Supreme Court “has recognized consistently that a litigant or
21 a lawyer who recovers a common fund ... is entitled to a reasonable attorney’s fee
22 from the fund as a whole.” *Boeing Co. v. Van Gemert*, 444 U.S. 472 at 478 (1980).

23 The overwhelming majority of courts hold that when group litigation
24 establishes a monetary fund to benefit class members, the court may determine the
25 amount of a reasonable fee based on an appropriate percentage of the fund created.
26 *Laffitte v. Robert Half Int’l Inc.*, 1 Cal. 5th 480, 503 (2016). In group litigation, many
27 class members benefit from the ultimate settlement, but they may not have played a
28 large role in the litigation that led to the payment. *Boeing*, 444 U.S. at 478. The

1 common fund approach “thus spread[s] fees proportionately among those benefited by
2 the suit.” *Id.* Awarding a percentage of the total fund is routinely approved as a fair
3 way to calculate a reasonable fee when contingency fee litigation has produced a
4 common fund. *See, e.g., Paul, Johnson, Alston & Hunt v. Grauly*, 886 F.2d 268, 272
5 (9th Cir. 1989); *Vizcaino v. Microsoft Corp.*, 290 F.3d 1043 at 1050 (9th Cir. 2002).

6 In the Ninth Circuit, the typical range of attorneys’ fee awards from a common
7 fund recovery is 20 to 33.3 percent, with 25 percent considered the benchmark.
8 *Powers v. Eichen*, 229 F.3d 1249, 1256 (9th Cir. 2000). “[I]n most common fund
9 cases, the award exceeds that benchmark.” *Knight v. Red Door Salons, Inc.*, 2009 WL
10 248367, at *3 (N.D. Cal. 2009). “The benchmark percentage should be adjusted, or
11 replaced by a lodestar calculation, when special circumstances indicate that the
12 percentage recovery would be either too small or too large in light of the hours
13 devoted to the case or other relevant factors.” *Six (6) Mexican Workers v. Arizona*
14 *Citrus Growers*, 904 F.2d 1301, 1311 (9th Cir. 1990). In determining the
15 reasonableness of a common fund fee request, courts consider “(1) the results
16 achieved; (2) the risk of litigation; (3) the skill required and the quality of work; (4)
17 the contingent nature of the fee and the financial burden carried by the plaintiffs; and
18 (5) awards made in similar cases.” *In re Omnivision Techs., Inc.*, 559 F. Supp. 2d
19 1036, 1046 (N.D. Cal. 2008). Some courts also consider non-monetary or incidental
20 benefits of the settlement. *Cheryl Gaston v. FabFitFun, Inc.*, 2021 WL 6496734, at *3
21 (C.D. Cal. Dec. 9, 2021).

22 Here, all factors support an upward departure from the benchmark to Counsel’s
23 requested 25% award. Indeed, courts in this district regularly approve fees of 30 to 33
24 percent in wage and hour settlements. *See, e.g., Julio v. Anthony, Inc.*, 2015 WL
25 13919364, at *8 (C.D. Cal. June 24, 2015) (approving 33% in fees, representing a
26 1.27 multiplier); *Potter v. Big Text Trailer Mfg., Inc.*, 2020 WL 1942619, at *10 (C.D.
27 Cal. Mar. 2, 2020) (33% fee award); *Lowe v. Popcornopolis LLC*, 2020 WL
28 13587950, at *12 (C.D. Cal. Dec. 15, 2020) (approving fee request of 1/3); *Contreras*

1 *v. Worldwide Flight Servs., Inc.*, 2020 WL 2083017, at *8 (C.D. Cal. Apr. 1, 2020)
2 (approving 1/3 fee request); *Wallace v. Countrywide Home Loans, Inc.*, 2015 WL
3 13284517, at *8 (C.D. Cal. Apr. 17, 2015) (approving request for 32.5% of the
4 settlement fund); *Gant v. ALDI, Inc.*, 2021 WL 4050936, at *8 (C.D. Cal. Aug. 25,
5 2021) (approving 31.5% in fees, representing a positive multiplier); *Hightower v.*
6 *JPMorgan Chase Bank, N.A.*, 2015 WL 9664959, at *11 (C.D. Cal. Aug. 4, 2015)
7 (awarding 30%, which represented a 1.1 multiplier); *Sypherd v. Lazy Dog*
8 *Restaurants, LLC*, 2023 WL 1931319, at *5 (C.D. Cal. Feb. 10, 2023) (approving
9 30% in fees in ADEA collective action); *Jones v. Canon Bus. Sols., Inc.*, 2014 WL
10 12772083, at *11 (C.D. Cal. Sept. 2, 2014) (approving 30% fee request).

11 **a. The result obtained supports the requested fee**

12 The result obtained is a significant factor to be considered by the Court in
13 making a fee award. *Hensley v. Eckerhart*, 461 U.S. 424, 436 (1983) (“the most
14 critical factor is the degree of success obtained”). Here, Plaintiffs obtained an
15 excellent result after two years of litigation. Over 1,146 City employees will receive
16 100% of the wages allegedly due to them for limited recalls, plus additional wages on
17 a pro rata bases relating to other reasons for late relief. The total settlement amount is
18 1/3 of Plaintiffs’ best case scenario, maximum possible damages. This is an excellent
19 result. *See, e.g., Potter*, 2020 WL 1942619, at *7 (recovering 25% of potential
20 damages “significant monetary relief” supporting an upward departure from the 25%
21 benchmark); *Jones v. Canon Bus. Sols., Inc.*, 2014 WL 12772083, at *10 (C.D. Cal.
22 Sept. 2, 2014) (\$4,4250,000 settlement, which represented between 7 and 58 percent
23 of damages, was “positive,” “significant,” and “favorable,” supporting an upward
24 departure from the benchmark).

25 **b. The risk of litigation supports the requested fee**

26 Although Plaintiffs have always believed their case is strong, all litigation
27 carries risks. Here, there were risks on the merits, given the FLSA regulation that
28 permits early relief practices under certain circumstances. Plaintiffs could only prevail

1 if they overcame that regulation. Additionally, there were substantial risks as to the
2 calculation of damages, since Plaintiffs’ largest damages bucket rested on complicated
3 plaintiff estimates. Plaintiffs’ Counsel achieved a substantial settlement before these
4 risks were put to the test. The risks in this litigation support a benchmark fee.

5 **c. Counsel’s skill and quality support the requested fee**

6 Nichols Kaster is a nationally recognized class and collective action law firm,
7 with a long history of success in wage and hour matters. (See Helland Decl. Exh. 3.)
8 Sethi Orchid Miner has considerable experience representing public employees,
9 including members of the LAFD. (Orchid Decl. ¶¶ 15, 17-19.) The combination of
10 subject matter expertise and familiarity with the specific employment setting allowed
11 Plaintiffs’ Counsel to litigate this matter efficiently and effectively. Counsel’s skill
12 and expertise support the requested fee.

13 **d. The contingent litigation supports the requested fee**

14 “Courts consistently recognize that the risk of non-payment or reimbursement
15 of expenses is a factor in determining the appropriateness of counsel's fee award.”
16 *Bautista v. Harvest Mgt. Sub LLC*, 2014 WL 12579822, at *13 (C.D. Cal. Jul. 14,
17 2014). The contingent nature of the work and the risk in advancing costs, also weigh
18 in favor of the requested fee. *See Graham v. Daimler Chrysler Corp.*, 34 Cal. 4th 553,
19 580 (2004) (“A contingent fee must be higher than a fee for the same legal services
20 paid as they are performed. The contingent fee compensates the lawyer not only for
21 the legal services he renders but for the loan of those services.”).

22 Plaintiffs’ Counsel handled this case on a contingency basis. (Helland Decl. ¶
23 23.) Accordingly, Counsel has not received any payment for its time litigating this
24 case. Plaintiffs’ Counsel alone undertook the financial risk of unsuccessful litigation
25 and saw this case through to successful resolution after two years of litigation. The
26 contingent nature of this litigation supports the requested fee.

27 **e. Awards in similar cases support the requested fee**

28 As noted above, courts in this district often award more than 30% in wage and

1 hour cases, when the circumstances warrant. *See, e.g., Julio*, 2015 WL 13919364, at
2 *8 (approving 33% in fees, representing a 1.27 multiplier); *Potter*, 2020 WL 1942619,
3 at *10 (33% fee award); *Lowe*, 2020 WL 13587950, at *12 (approving fee request of
4 1/3); *Contreras*, 2020 WL 2083017, at *8 (approving 1/3 fee request); *Wallace*, 2015
5 WL 13284517, at *8 (approving request for 32.5% of the settlement fund); *Gant*,
6 2021 WL 4050936, at *8 (approving 31.5% in fees, representing a positive
7 multiplier); *Hightower*, 2015 WL 9664959, at *11 (awarding 30%, which represented
8 a 1.1 multiplier); *Sypherd*, 2023 WL 1931319, at *5 (approving 30% in fees in ADEA
9 collective action); *Jones*, 2014 WL 12772083, at *11 (approving 30% fee request).
10 Awards in similar cases therefore support the requested fee.

11 **f. Non-monetary results support the requested fee**

12 Although the settlement does not require any changes, the City and the union
13 are in negotiations to change the shift start time. (Gonzalez Decl. ¶¶ 7-8.) This case
14 motivated those discussions, which supports granting the requested fee.

15 2. The Lodestar Cross-Check Supports the Requested Fee

16 District courts awarding fees based on percentage of the fund method often
17 cross-check the appropriateness of the amount by applying the lodestar method. *E.g.,*
18 *Nelson v. Avon Prod., Inc.*, 2017 WL 733145, at *6 (N.D. Cal. Feb. 24, 2017). A
19 “lodestar cross-check calculation need entail neither mathematical precision nor bean-
20 counting.” *Torchia v. W.W. Grainger, Inc.*, 2014 WL 7399230, at *25 (E.D. Cal.
21 2014) (quoting *In re Rite Aid Corp. Sec. Litig.*, 396 F.3d 294, 306 (3d Cir. 2005)).
22 Indeed, trial courts have the discretion to forego a lodestar cross-check and use other
23 means to evaluate the reasonableness of a requested percentage fee. *Laffitte v. Robert*
24 *Half Int’l, Inc.*, 1 Cal. 5th 480, 506 (2016); *see also Hernandez v. Wells Fargo Bank*
25 *NA*, 2022 WL 93618 (N.D. Cal. Jan. 9, 2018) (approving fees without a lodestar
26 cross-check); *Lealao v. Beneficial California, Inc.*, 82 Cal. App. 4th 19, 30 (2000).

27 Here, Counsel’s fees under the lodestar method currently amount to
28 \$756,710.25. This amount represents 2,120.05 hours of billable work at hourly rates

1 of \$195 for paralegals, \$295 for damages analysts, and attorney rates from \$575 to
2 \$775. (Helland Decl. ¶¶ 15-22; Orchid Decl. ¶¶ 6-11.) An award of \$2,375,000 in fees
3 would result in a 3.14 multiplier ($\$2,375,000 / \$756,710.25$). Using Counsel’s
4 estimated final lodestar of \$787,006.25, the multiplier would be 3.02.

5 **a. Counsel’s hours are reasonable**

6 Plaintiffs’ Counsel has worked more than 2,120.05 hours litigating this matter.
7 (Helland Decl. ¶ 15; Orchid Decl. ¶ 7.) Counsel provides a description of these hours
8 in their declarations, including charts by timekeeper and by category of task.¹

9 At Nichols Kaster, these efforts amount to 263.6 hours of attorney time and
10 723.1 hours of staff time. (Helland Decl. ¶¶ 18-19.) At Sethi Orchid Miner, these
11 efforts amount to 397.8 hours of attorney time and 735.55 hours of staff time. (Orchid
12 Decl. ¶¶ 7-8.) The amount of staff time in this case was both significant and
13 appropriate, given the required engagement with clients for discovery, in preparation
14 for mediation, and working up the case. (Helland Decl. ¶¶ 16, 18-22; Orchid Decl. ¶¶
15 9, 11.) Attorney time was focused, necessary, and effective. Counsel’s hours are
16 reasonable given the large collective.

17 Indeed, wage and hour cases can entail significant discovery, motion practice,
18 and damages analysis, leading courts to find that higher hours than requested here.
19 *See In re Walgreen Co. Wage & Hour Litigation*, 2014 WL 12853547, at *10 (C.D.
20 Cal. Oct. 3, 2014) (9,441 hours requested were reasonable where case had “been
21 litigated for more than three years,” included multiple motions and preparation for
22 trial); *Hightower*, 2015 WL 9664959, at *12 (6,636 hours reasonable where case was
23 ongoing for more than four years, entailed considerable discovery and a motion for
24 class certification). Even cases without substantial motion practice may reasonably

25 _____
26 ¹ Where the lodestar is being used as a cross-check, courts “may rely on summaries
27 submitted by the attorneys and need not review actual billing records.” *Bellinghausen*
28 *v. Tractor Supply Co.*, 306 F.R.D. 245, 264 (N.D. Cal. 2015). Counsel will submit full
billing records if the Court so desires.

1 require significant attorney time. *E.g., Franco v. Ruiz Food Products, Inc.*, 2012 WL
2 5941801, at *19 (E.D. Cal. Nov. 27, 2012) (1,345.7 hours “reasonable in light of the
3 legal issues and the amount of discovery conducted, the number of Defendant’s
4 employees included in the Settlement Classes, the mediation preparation required, and
5 motion practice with respect to the Settlement Agreement”). The Court should find
6 that Plaintiffs’ Counsel’s time was reasonable for purposes of a lodestar crosscheck.

7 **b. Counsel’s rates are reasonable**

8 Plaintiffs’ Counsel’s rates have been approved in California district courts and
9 align with those previously approved. The primary attorney litigating this case for
10 Nichols Kaster was Matthew C. Helland, who has substantial wage and hour
11 experience. (Helland Decl. ¶ 14.) For Sethi Orchid Miner, the primary attorney was
12 Oshea Orchid, who has substantial experience representing public employees,
13 including members of the LAFD. (Orchid Decl. ¶¶ 15, 17-19.) Counsel’s time was
14 billed at \$775 per hour for partner Matthew C. Helland (admitted to the Minnesota bar
15 in 2005), \$650 for partner Oshea Orchid (admitted in 2014), \$195 per hour for non-
16 lawyer staff time (class action clerks, paralegals, and e-discovery staff), and \$295 for
17 damages analyst time. These rates are appropriate for a complex case such as this, and
18 consistent with rates that have been previously approved.

19 In a recent case involving a civil rights appeal, the court approved a \$1,075
20 hourly rate for a 2005 graduate—higher than the rates for Mr. Helland and Ms.
21 Orchid. *Valenzuela v. City of Anaheim*, 2023 WL 2249178, at *3 (C.D. Cal. Feb. 23,
22 2023). In April 2023, Judge Carney in the Central District of California approved Mr.
23 Helland’s rate of \$725 in the context of a lodestar crosscheck. *See Medina v. Evolve*
24 *Mortgage Services, LLC*, 2023 WL 11915763, at *9 (C.D. Cal. Apr. 3, 2023). Going
25 back further, in 2021 Judge Alsup likewise recognized that Mr. Helland’s rate – at
26 that time, \$650 – was reasonable and “compare favorably to recent approvals.”
27 *Kudatsky v. Tyler Technologies, Inc.*, 2021 WL 5356724, at *5 (N.D. Cal. Nov. 17,
28 2021); *Hefler v. Wells Fargo & Co.*, 2018 WL 6619983, at *14 (N.D. Cal. Dec. 18,

1 2018) (rates from \$650 to \$1,250 for partners or senior counsel, \$400 to \$650 for
2 associates); *In re Volkswagen “Clean Diesel” Mktg., Sales Practices, & Prod. Liab.*
3 *Litig.*, 2017 WL 1047834, at *5 (N.D. Cal. Mar. 17, 2017) (billing rates ranging from
4 \$275 to \$1600 for partners, \$150 to \$790 for associates, and \$80 to \$490 for
5 paralegals reasonable “given the complexities of this case and the extraordinary result
6 achieved for the Class”). And in 2019, Judge Gilliam found that Nichols Kaster’s
7 rate of \$625 to \$675 for partners was “reasonable and in line with prevailing rates in
8 this district for personnel of comparable experience, skill, and reputation.” *Bisaccia v.*
9 *Revel Systems, Inc.*, 2019 WL 3220275, at *8 (N.D. Cal. July 17, 2019).

10 Counsel’s rates have increased annually since those orders, but are still
11 reasonable in light of counsel’s experience and are in line with rates approved in
12 California district courts for similar work. *See, e.g., Fuapau v. Lhoist North Am. of*
13 *Ariz. Inc.*, 2022 WL 4451325, at *9 (N.D. Cal. Sept. 23, 2022) (approving, for
14 lodestar cross-check, rates of \$600 for an attorney with 9 years’ experience and \$750
15 for an attorney with 10 years’ experience); *Pavillard v. Ignite Int’l, Ltd.*, 2022 WL
16 2390185, at *2 (C.D. Cal. June 17, 2022) (approving, in wage and hour case, attorney
17 rates from \$550 to \$900, and paralegal rate of \$175); *Kang v. Wells Fargo Bank, N.A.*,
18 2021 WL 5826230 (N.D. Cal. Dec. 8, 2021) (finding that rates of \$640 to \$1,150 for
19 appellate counsel and \$325 to \$950 for class counsel were “in line with other fee
20 awards in this district for similarly experienced attorneys.”); *Kendig v. ExxonMobil*
21 *Oil Corp.*, 2020 WL 13302377, at *10 (C.D. Cal. Aug. 24, 2020) (conducting lodestar
22 cross check in wage and hour case, and approving attorney rates from \$325 to \$875).

23 **c. The cross-check multiplier is reasonable**

24 “Beyond simply the multiplication of a reasonable hourly rate by the number of
25 hours worked, a lodestar multiplier is typically applied.” *Aguilar v. Wawona Frozen*
26 *Foods*, 2017 WL 2214936, at *5 (E.D. Cal. May 19, 2017). Courts typically approve
27 fee awards with lodestar multipliers between 1.9 and 5.1. *See* 4 Newberg on Class
28 Actions § 14.7. Further, “[m]ultipliers in the 3–4 range are common in lodestar

1 awards for lengthy and complex class action litigation.” *Van Vranken v. Atlantic*
2 *Richfield Co.*, 901 F. Supp. 294, 298 (N.D. Cal. 1995). Courts may approve higher
3 multipliers in common fund cases. *See e.g. Steiner v. Am. Broad. Co.*, 248 F. App'x
4 780, 783 (9th Cir. 2007) (district court was within its discretion to approval common
5 fund fees with a lodestar multiplier of 6.85); *Craft v. Cty. of San Bernardino*, 624 F.
6 Supp. 2d 1113, 1125 (C.D. Cal. 2008) (approving a multiplier of 5.2 and collecting
7 cases). Here, the multiplier is between 3.02 and 3.14, which supports approval.

8 3. The Court Should Approve Costs of \$16,688.63

9 Plaintiffs’ Counsel also requests approval of \$16,688.63 in out-of-pocket
10 litigation costs, which is less than the maximum amount allowed under the settlement
11 agreement. Payment of these costs is already factored into the allocation. Counsel has
12 incurred \$16,638.96 in unreimbursed costs as of the date of this motion, and that
13 number will rise to \$16,726.33 by the date of the hearing. (Helland Decl. ¶¶ 25-29;
14 Exh. 4; Orchid Decl. ¶ 5; Exh. 1.) These costs were reasonable and necessary for the
15 prosecution of the case, and should be reimbursed through the settlement. *See, e.g.,*
16 *Jones*, 2014 WL 12772083, at *12 (approving reimbursement of costs).

17 **IV. CONCLUSION**

18 The parties respectfully ask the Court to approve the settlement in its entirety,
19 and enter the proposed order provided.

20
21 DATED: March 21, 2025

SETHI ORCHID MINER, LLP
NICHOLS KASTER, LLP

22
23 By: s/Matthew C. Helland
24 Matthew C. Helland
25 *Attorneys for Plaintiffs and Others*
26 *Similarly Situated*
27
28

EXHIBIT 1

SETTLEMENT AGREEMENT
(Gonzalez, et al. v. City of Los Angeles)

This Settlement Agreement is made by and between Plaintiffs Daniel Gonzalez (“Gonzalez”), John Frye (“Frye”) and Tony Ortiz (“Ortiz” and together with Gonzalez and Frye, “Named Plaintiffs”), individually and on behalf of all others similarly situated (“Plaintiffs”), and defendant the City of Los Angeles (“Defendant” or “City”). Plaintiffs and Defendant collectively are referred to in this Agreement as the “Parties.”

I. DEFINITIONS

Unless otherwise defined herein, the following terms used in this Agreement shall have the meanings ascribed to them as set forth below:

- A. “Action” means the civil action titled *DANIEL GONZALEZ, JOHN FRYE, AND TONY ORTIZ, INDIVIDUALLY AND ON BEHALF OF ALL OTHERS SIMILARLY SITUATED, PLAINTIFFS, v. CITY OF LOS ANGELES, A PUBLIC ENTITY; AND DOES 1 THROUGH 100, DEFENDANTS*, pending before the United States District Court for the Central District of California, Case No. 5:23-cv-00222-SSS-SHK.
- B. “Agreement” or “Settlement Agreement” means this Settlement Agreement.
- C. “Court” means the United States District Court for the Central District of California.
- D. “Total Settlement Amount” means the total amount of Nine Million Five Hundred Thousand Dollars (\$9,500,000), which the City will pay to settle the claims of the Named Plaintiffs and the FLSA Collective. This amount will include all Plaintiff payments, enhancements, attorneys’ fees and costs, and third-party settlement administration costs. This amount does not include Employer Side Taxes, defined below, which will be paid separately by the City. The Total Settlement Amount will be reduced by the amount allocated to any member of the FLSA Collective who excludes themselves from the settlement as provided in this agreement, plus the portion of attorneys’ fees attributable to such individuals.
- E. “Employer Side Taxes” means payroll taxes normally and customarily paid by employers including, for example, FUTA, SUTA, Social Security, and Medicare. The City shall be responsible for paying any Employer Side Taxes due and owing on settlement funds reportable as wages. This payment shall be separate and apart from, and in addition to, the Total Settlement Amount.
- F. “Contingency Fund” means a fund of \$25,000, to be taken from (and not in addition to) the Total Settlement Amount, to be used to effectuate the purposes of the settlement. The Contingency Fund could be used, for example, to provide settlement payment to individuals who returned a consent form but were inadvertently left off the list of FLSA Collective Members, to provide additional

settlement payments due to data discrepancies, or to otherwise ensure payment consistent with the purposes of this agreement. Any unused amount in the Contingency Fund after the close of the check cashing period shall be provided to Cy Pres, as discussed in Section II.G.10.

- G.** “FLSA Collective” means all individuals who filed consent forms to join the Action and who did not subsequently withdraw their consent. “FLSA Collective Members” means the respective members of the FLSA Collective. A list of all FLSA Collective Members is attached as **Exhibit A**.
- H.** “Participating FLSA Collective Members” means all FLSA Collective Members who do not request exclusion from the Settlement by the Exclusion Deadline pursuant to Section II.G.3, and who thereby agree to release their claims against the City and be bound by the Settlement Agreement, as set forth herein.
- I.** “Settlement Notice” means the Notice of Proposed Collective Action Settlement, a copy of which is attached as **Exhibit B** to this Agreement and incorporated by reference into this Agreement. The Settlement Administrator shall send Exhibit B to FLSA Collective Members by mail and email, to the extent their mail and email addresses are available.
- J.** “Defendant’s Counsel” means Brian P. Walter, Jolina Abrena, Paul D. Knothe of Liebert Cassidy Whitmore, PLC.
- K.** “Plaintiffs’ Counsel” means Matthew C. Helland of Nichols Kaster, LLP, and Oshea Orchid and Vasili Brasinikas of Public Employees Legal, LLP.
- L.** “Plaintiffs’ Counsel Fees and Expenses Payment” means the amount awarded to Plaintiffs’ Counsel by the Court to compensate them for the services they have rendered and will render to Plaintiffs and the FLSA Collective in the Action, and any expenses they have incurred, and will incur, in connection with the Action.
- M.** “Named Plaintiffs” means Plaintiffs Gonzalez, Frye and Ortiz.
- N.** “Service Payments” means payments to the Named Plaintiffs and Deponents Rees and Dillon in recognition for their roles in initiating and prosecution the Action.
- O.** “Settlement Approval” means the Court’s approval of the Settlement without material change, or with material changes to the Settlement to which the Parties all agree. An award by the Court of lesser amounts than sought for the Service Payments or Plaintiffs’ Counsel Fees and Expenses Payment will not be considered a material change to the Settlement Agreement. The “Settlement Approval Date” is the date the Court grants Settlement Approval.
- P.** “Funding Date” means the date thirty-seven (37) days after the Exclusion Deadline if no appeal has been filed after Settlement Approval. Or, if an appeal has been filed, thirty-seven (37) days after the Exclusion Deadline and either (1) the Ninth Circuit Court of Appeals has rendered a final judgment affirming the Court’s

settlement approval without material modification and the date for further appeal has passed without further appeal; (2) the Ninth Circuit Court of Appeals has rendered a final judgment affirming the Court's settlement approval without material modification and the further appeals have been resolved without material modification of the final approval order.

- Q.** "Settlement Administrator" means Simpluris, the administrator proposed by the Parties and approved by the Court to distribute notice to the FLSA Collective, calculate Employer Side Taxes, administer payments to the Participating FLSA Collective Members, and perform other related tasks, as described herein.
- R.** "Settlement Share" means the portion of the Total Settlement Amount allocable to each FLSA Collective Member as provided by this Agreement.
- S.** "Qualified Settlement Fund" or "QSF" means the interest-bearing account established by the Settlement Administrator for purposes of receiving settlement funds, issuing settlement payments, and completing tax reporting.

II. SETTLEMENT TERMS AND CONDITIONS

- A. Settlement Timeline.** The Parties negotiated a settlement and agreed to a mediator's proposal on July 15, 2024. This Settlement Agreement followed. The timeline for approval and implementation of this Settlement Agreement is set forth below:
 - 1. **City Approval.** To be effective, the Settlement Agreement requires approval of the City of Los Angeles City Council. Defendant will advise when the City Council has approved the Settlement Agreement.
 - 2. **Court Settlement Approval.** Once the Agreement has received approval from the City of Los Angeles City Council, Plaintiffs will file a motion for Settlement Approval.
 - 3. **Distribution of Settlement Notice.** Plaintiffs' Counsel will provide the Settlement Administrator with names, Employee IDs (to the extent provided by Defendant), estimated Settlement Shares, mailing addresses, and email addresses (to the extent available) for the FLSA Collective Members within 14 days after the Court grants Settlement Approval. The City will provide the Settlement Administrator with Social Security Numbers for FLSA Collective Members, identified by name and Employee ID, within 14 days after the Court grants Settlement Approval. The Settlement Administrator will calculate Employer Side Taxes within 7 days of receipt of this information from Plaintiffs' Counsel and the City, and will communicate to the City the amount of Employer Side Taxes due. The Settlement Administrator will distribute the Settlement Notice within 14 days of receipt of contact information from Plaintiffs' Counsel. FLSA Collective Members will have 60 days from the date Settlement Notice is mailed to exclude themselves from the settlement, as set forth below.

4. **Funding the Qualified Settlement Fund.** Defendant will deposit the Total Settlement Amount and Employer Side Taxes into the Qualified Settlement Fund established by the Settlement Administrator by the Funding Date.
 5. **Distribution of Payments.** Following the close of the 60-day notice period described above, the Settlement Administrator will work with Plaintiffs' Counsel to calculate the Total Settlement amount and final Settlement Shares. The Settlement Administrator will issue payments to all Participating FLSA Collective Members within 10 days of receiving settlement funds from the City. Participating FLSA Collective Members will have 180 days to negotiate their settlement payments.
 6. **Reminders and Second Distribution.** The Settlement Administrator will issue a reminder postcard 90 days after check distribution to any Participating FLSA Collective Members who have not cashed or negotiated their settlement check(s). If, at the close of the 180 day check cashing period, there are enough funds remaining to provide a distribution that averages at least \$200 to each Participating FLSA Collective Member who cashed or negotiated their settlement checks, net of Settlement Administrator expenses, then the Settlement Administrator shall calculate payments on a pro rata basis and issue a second distribution. Any remaining amount in the Contingency Fund shall be included in the calculation and allocation of any second distribution.
 7. **Cy Pres Distribution.** If there are not enough funds for a second distribution as described in subsection 6, supra, or if there are unclaimed funds after a second distribution, the settlement administrator shall distribute those funds to the Widows, Orphans, and Disabled Firefighters Fund (or any other designee approved by the Court) as the Cy Pres recipient.
 8. **Final Dismissal.** After the check cashing period has closed, any second distribution has been completed, and any residual funds have been distributed to the Cy Pres recipient, the parties will file a Stipulation of Dismissal with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).
- B. Total Settlement Amount.** The Total Settlement Amount will cover: (a) all settlement payments to Participating FLSA Collective Members; (b) Service Payments; (c) Plaintiffs' Counsel Fees and Expenses Payment; (d) costs of administration; and (e) the Contingency Fund/ Cy Pres payment. Employer Side Taxes are in addition to, and not part of, the Total Settlement Amount.
- C. Settlement Shares.** The estimated individual Settlement Shares will be determined by Plaintiffs' Counsel, subject to the Court's approval, and will be based upon Plaintiffs' Counsel's damages analysis. The intent of the allocation is that each Plaintiff will be allocated the amount allegedly due based on Limited Recall damages, as determined by Plaintiffs' Counsel, with the remainder of the amount

available for distribution to Plaintiffs to be allocated pro rata based on the number of days in the applicable statute of limitations where each Plaintiff worked a 24 hour shift and did not work the next day, and where there next day was not a limited recall day (i.e., potential non-limited recall damages days). The Settlement Notice will advise FLSA Collective Members of their estimated Settlement Shares and provide an opportunity to reject their settlement allocation and preserve their claims.

D. Payments to Named Plaintiffs, Deponents, and Plaintiffs' Counsel. Subject to the terms and conditions of this Agreement, and subject to Court approval, the Settlement Administrator will make the following payments out of the Total Settlement Amount:

1. **To Named Plaintiffs and Deponents:** In addition to their Settlement Shares, Plaintiffs will apply to the Court for approval of the Named Plaintiff Service Payments of not more than \$10,000 to Named Plaintiff Gonzalez, and not more than \$5,000 to Named Plaintiffs Frye and Ortiz, in consideration of their initiating and pursuing the Action and undertaking the risk of unsuccessful prosecution of the Action. Plaintiffs will also apply to the Court for approval of Service Payments of \$1,000 each to Plaintiffs Rees and Dillon for sitting for a deposition on short notice in advance of mediation. Defendant will not oppose these Service Payments. The Settlement Administrator will pay the Service Payments approved by the Court out of the Total Settlement Amount. If the Court approves Service Payments in less than the requested amounts, the remainder will be reallocated *pro rata* to Participating FLSA Collective Members.
2. **To Plaintiffs' Counsel:** Plaintiffs' Counsel will apply to the Court for an award of not more than \$2,375,000.00 for attorneys' fees (25% of the Total Settlement Amount) and not more than \$20,000 for costs as their Plaintiffs' Counsel Fees and Expenses Payment. The Parties expressly agree that the Court's approval or denial of any requests for attorneys' fees and out-of-pocket litigation costs are not material conditions to this Agreement, and are to be considered by the Court separately from the fairness, reasonableness, adequacy, and good faith of the settlement. Any order or proceeding relating to the application by Plaintiffs' Counsel of an award for fees and costs shall not operate to terminate or cancel this agreement. If Plaintiffs' Counsel appeal any denial of fees or costs, the un-awarded fees/costs that are subject to the appeal will remain in the QSF until such time as the appeal is resolved, and the unchallenged remainder of the settlement (including all fees and costs actually awarded) will be distributed based upon the Court's approval. To the extent the Court awards (and, if an appeal is filed, an appeal affirms) less than the amount of attorneys' fees and costs requested by Plaintiffs' Counsel, the remaining amount will be redistributed among Participating FLSA Collective Members on a *pro rata* basis.

E. Tax Treatment.

1. The Settlement Shares of Participating FLSA Collective Members shall be reported to taxing authorities as follows:
 - a. Fifty percent of each Settlement Share (the “Wage Portion”) is intended to settle each Participating FLSA Collective Member’s claims for unpaid wages. Accordingly, the Settlement Administrator will issue to the Participating FLSA Collective Member a Form W-2 with respect to the Wage Portion. The Settlement Administrator will ensure proper reporting to the IRS and state tax departments and shall transmit the required Employer Side Taxes associated with each Plaintiff to the proper taxing authorities.
 - b. Fifty percent of each Settlement Share (the “Non-Wage Portion”) is intended to settle each Participating FLSA Collective Member’s claims for all interest, liquidated damages, and penalties. Accordingly, the Settlement Administrator will issue to the Participating FLSA Collective Member a Form 1099 with respect to the Non-Wage Portion if legally required, and ensure proper reporting to the IRS and state tax departments.
 - c. Any residual funds that are reallocated to Participating FLSA Collective Members due to unapproved Attorneys’ Fees and Expenses, interest, funds allocated to non-participating FLSA Collective Members, or for any other reasons, shall also be reported on a Form 1099 and treated as in subsection b immediately above.
2. Tax deductions and withholdings will not be taken from the Service Payments, and the Settlement Administrator will issue to Plaintiffs a Form 1099 with respect to the Service Payments.
3. The Settlement Administrator will issue to Plaintiffs’ Counsel a Form 1099 with respect to the awarded attorneys’ fees and costs.

F. Appointment and Duties of Settlement Administrator. The Parties will ask the Court to appoint Simpluris to act as Settlement Administrator, which, as a condition of appointment, will agree to be bound by this Agreement with respect to the performance of its duties and its compensation.

1. The Settlement Administrator’s duties will include all tasks related to settlement administration, such as, preparing, printing, emailing, and mailing the Settlement Notices to the FLSA Collective Members; conducting a National Change of Address search and using Accurant or similar service, and other reasonable and cost-effective skip trace methods to locate any FLSA Collective Member whose Settlement Notice was returned by the U.S. Postal Service as non-deliverable, and re-mailing the Settlement Notice to the FLSA Collective Member’s new address; emailing

FLSA Collective Members about the Settlement; receiving and processing any Exclusion Letters and preparation of a final report on exclusions; calculating Employer Side Taxes; providing the Parties with weekly status reports about the delivery of Settlement Notices; issuing the checks to effectuate the payments due under the Settlement; tracking the cashing of settlement checks; sending reminder postcards to Participating FLSA Collective Members with uncashed checks; preparing Form W-2s and 1099s and completing required reports to tax authorities; transferring any unclaimed funds to the Cy Pres recipient, filing any required state and/or federal tax returns for the QSF, and otherwise administering the Settlement pursuant to this Agreement.

2. The Settlement Administrator's fees and expenses will be entirely paid from the Total Settlement Amount.

G. Procedure for Approving and Implementing the Settlement.

1. Motion for Settlement Approval.

a. Within 14 days of the execution of this agreement, Plaintiffs will file a motion with the Court for an order granting approval of the Settlement, approving and authorizing the dissemination of the Settlement Notices, approving Plaintiffs' Counsel Fees and Expenses Payment, approving the Service Payments, and approving the Cy Pres recipient. Plaintiffs will also submit a proposed order granting the motion in the form evidenced by **Exhibit C** to this Agreement and will request a hearing date for settlement approval upon filing.

b. Should the Court decline to approve all material aspects of the Settlement, or order material changes to the Settlement to which the Parties do not agree, the Settlement will be null and void and the Parties will have no further obligations under it. An award by the Court of lesser amounts than sought for the Service Payments or Plaintiffs' Counsel Fees and Expenses Payment will not be a material modification of the Settlement.

2. **Notice to FLSA Collective Members.** After the Court enters its order granting Approval of the Settlement, the Settlement Administrator will provide FLSA Collective Members with Settlement Notice as follows:

a. Within fourteen (14) days after the Court enters its order granting Settlement Approval, Plaintiffs' Counsel will provide to the Settlement Administrator and Defendant's Counsel the following information for each FLSA Collective Member: first and last name, Employee IDs (to the extent provided by Defendant), estimated

Settlement Shares, mailing addresses, and email addresses (to the extent available).

- b. Within fourteen (14) days after the Court enters its order granting Settlement Approval, the City will provide the Settlement Administrator with Social Security Numbers for FLSA Collective Members, identified by name and Employee ID.
- c. Within seven (7) days after receipt of information from Plaintiffs' Counsel and the City, the Settlement Administrator will calculate Employer Side Taxes and will communicate to the City the amount of Employer Side Taxes due.
- d. The Settlement Administrator will keep the information provided by the parties confidential and not disclose it to anyone except Plaintiffs' Counsel and Defendant's Counsel, and except in order to carry out the efforts described in this agreement, or pursuant to the parties' express written authorization or by order of the Court.
- e. Within 14 days after receiving the FLSA Collective Member information, the Settlement Administrator will mail and email each FLSA Collective Member notice of the Settlement, which will include the estimated Settlement Share that the FLSA Collective Member would receive. Prior to mailing the notice, the Settlement Administrator will use a national change of address database to ensure the addresses are up to date.
- f. To the extent mail is returned as undeliverable, the Settlement Administrator will use any means practicable to obtain a current address and re-mail notice to a new address.
- g. The Settlement Administrator will set up a website to provide all settlement documents and other case-related documents online for FLSA Collective Members' review.
- h. Upon request during the notice period, the Settlement Administrator will provide to Plaintiffs' Counsel and Defendant's Counsel a report showing whether any Settlement Notices have been returned and re-mailed and the receipt of any Requests for Exclusion. The Settlement Administrator will provide a final report showing any requests for exclusion within seven (7) days after the close of the 60-day notice period.

3. **Request for Exclusion from Settlement by FLSA Collective Members.** FLSA Collective Members may opt-out of the Settlement pursuant to the following procedures:

- a. The Settlement Notice will provide that FLSA Collective Members may exclude themselves from the Settlement by mailing or emailing to the Settlement Administrator a signed letter requesting exclusion from the Settlement (“Exclusion Letter”), postmarked or emailed no later than 60 days after the Settlement Administrator first mails the Settlement Notice. The 60th day shall be the “Exclusion Deadline.”
 - b. The Exclusion Letter must include the FLSA Collective Member’s first and last name and contact information (such as mailing address, email address, phone number), the FLSA Collective Member’s signature, and the following statement or a substantively similar statement: “I request to be excluded from the Settlement in the matter of *Gonzalez, et al. v. City of Los Angeles*, Case No. 5:23-cv-00222-SSS-SHK, United States District Court for the Central District of California.” If a question is raised about the authenticity of an Exclusion Letter, the Settlement Administrator will have the right to demand additional proof of identity. FLSA Collective Members who timely submit a valid Exclusion Letter (“Excluded FLSA Collective Members”) will not participate in or be bound by the settlement, will not release any claims through this settlement, will not be entitled to any payment from the Settlement, and will not have any right to appeal from, or comment on the settlement. Excluded FLSA Collective Members will have 60 days of tolling after the close of the notice period to file a new case, after which time the statute of limitations will resume. The Total Settlement Amount shall be reduced by individual Settlement Share for any Excluded FLSA Collective Member plus associated attorneys’ fees for such Excluded FLSA Collective Member(s).
 - c. If more than three percent (3%) of the FLSA Collective Members request to be excluded from the Settlement, the City shall have 30 days from its receipt of the Final Report from the Settlement Administrator specified in II.G.2.h to notify Plaintiffs’ Counsel and the Court that the City is rescinding its approval of the Settlement, and the Settlement will be null and void and the Parties will have no further obligations under it.
4. **No Solicitation of Appeal or Exclusion.** Neither the Parties nor their respective counsel will solicit or otherwise encourage directly or indirectly any FLSA Collective Member to appeal from the Settlement Approval or any resulting judgment, or exclude themselves from the settlement. This provision does not, however, prevent Plaintiffs’ Counsel from advising any FLSA Collective Member who contacts them about the settlement.
 5. **Waiver of Right to Appeal.** Provided that the Settlement Approval is consistent with the material terms of this Agreement, the Named Plaintiffs, Participating FLSA Collective Members, Defendant, and their respective

counsel hereby waive any and all rights to appeal from the Settlement Approval or resulting judgment, including all rights to any post-judgment proceeding and appellate proceeding, such as a motion to vacate judgment, a motion for new trial, and any extraordinary writ. The waiver of appeal does not include any waiver of the right to oppose any appeal, appellate proceedings or post-judgment proceedings, or to file a cross-appeal. This paragraph does not preclude the Named Plaintiffs or their counsel from appealing from an order that awards less than the full amount sought for Service Payments or the Plaintiffs' Counsel Fees and Expenses Payment. However, such an appeal (or resulting order or affirmance of such an order) will not alter the Funding and Release Date, and will not entitle the Named Plaintiffs, Participating FLSA Collective Members, or Defendant to void the Settlement.

6. **Timing of Settlement Payments.** On or by the Funding Date, Defendant will transfer the Total Settlement Amount and Employer Side Taxes, less any reduction due to Non-Participating FLSA Collective Members, to the QSF, as directed by the Settlement Administrator. Within 10 days of receipt of the Total Settlement Amount and Employer Side Taxes, the Settlement Administrator will issue checks for the Service Payments and the Settlement Shares to Participating FLSA Collective Members, and will transfer the Plaintiffs' Counsel Fees and Expenses Payment to Plaintiffs' Counsel.
7. **Excluded FLSA Collective Members' Settlement Shares.** Estimated Settlement Shares are calculated assuming that all FLSA Collective Members will participate in the Settlement. However, if any FLSA Collective Members request exclusion and so do not participate, the Total Settlement Amount shall be reduced by the amount of the Individual Settlement Shares for such Excluded FLSA Collective Members, as well as the associated fees.
8. **Uncashed Settlement Share Checks.** FLSA Collective Members must cash their Settlement Share check within 180 calendar days after it is mailed to them. Reissuance of lost or destroyed checks shall be permitted upon request during that 180-day period. Reissued checks shall expire at the end of the initial 180-day period, or within 60 days of issuance, whichever is later. If a check is returned to the Settlement Administrator, the Settlement Administrator will make all reasonable efforts to re-mail it to the FLSA Collective Member at their correct address. If a FLSA Collective Member fails to cash their Settlement check within the 180-day time period, or within 60 days of reissuance, whichever is later, the Settlement Administrator will cancel the check(s).

During the check cashing period, the Settlement Administrator will send reminder emails (or postcards if no email address is available) to any Participating FLSA Collective Members whose checks remain uncashed after 90 days. The form and content of any such reminder emails or

reminder postcards shall be approved in advance by the Parties. Additionally, the Settlement Administrator will provide a report to Plaintiffs' Counsel of outstanding checks after 60 days, 90 days, and 150 days.

9. **Second Distribution.** If, at the close of the 180 day check cashing period, there are enough funds remaining to provide a distribution that averages at least \$200 to each Participating FLSA Collective Member who cashed or negotiated their settlement checks, net of Settlement Administrator expenses, then the Settlement Administrator shall calculate payments on a pro rata basis and issue a second distribution. Any remaining amount in the Contingency Fund shall be included in the calculation and allocation of any second distribution.
10. **Cy Pres Distribution.** If there are not enough funds for a second distribution as described in subsection 6, *supra*, or if there are unclaimed funds after a second distribution, the settlement administrator shall distribute those funds to the Widows, Orphans, and Disabled Firefighters Fund (or any other designee approved by the Court) as the Cy Pres recipient.

H. Release and Waiver of Claims. As of the Funding Date, the Named Plaintiffs and Participating FLSA Collective Members shall fully and forever release any and all known and unknown claims, interests, penalties, compensatory damages, liquidated damages, costs, attorneys' fees, demands, rights, liabilities, relief, and causes of action, whether asserted on unasserted, suspected or unsuspected, against the City for unpaid overtime under the Fair Labor Standards Act, 29 U.S.C. § 201, *et seq.*, related to late relief or limited recalls, based on the facts alleged in the operative complaint in the Action, through July 15, 2024. This release expressly excludes any claims pending in other litigation against the City of Los Angeles including, but not limited to, claims asserted in the matter of *Nicholas Acedo, et al v. City of Los Angeles*, Case Number 2:23-cv-04482.

I. Final Dismissal. Within fourteen (14) days after check cashing period has closed, any second distribution has been completed, and any Cy Pres funds have been distributed, the parties will file a Stipulation of Dismissal with prejudice pursuant to Federal Rule of Civil Procedure 41(a)(1)(A)(ii).

J. No Effect on Other Benefits. The Settlement Shares will not result in any additional benefit payments beyond those provided by this Agreement to Plaintiffs or FLSA Collective Members.

K. Miscellaneous Terms.

1. **No Admission of Liability.**

- a. Defendant denies that it has engaged in any unlawful activity, has failed to comply with the law in any respect, or that it has any liability to anyone for the claims asserted in the Action. This

Agreement is entered into solely for the purpose of compromising highly disputed claims. Nothing in this Agreement is intended or will be construed as an admission of liability or wrongdoing by Defendant, or an admission by Plaintiffs that any of their claims were non-meritorious or any defense asserted by Defendant was meritorious. This Settlement and the fact that Plaintiffs and Defendant were willing to settle the Action will have no bearing on, and will not be admissible in connection with, any litigation (other than solely in connection with the settlement).

- b. This section and all other provisions of this Agreement notwithstanding, any and all provisions of this Agreement may be admitted in evidence and otherwise used in any and all proceedings to enforce any or all terms of this Agreement, or in defense of any claims released or barred by this Agreement.
2. **Integrated Agreement.** After this Agreement is signed and delivered by all Parties and their counsel, this Agreement and its exhibits will constitute the entire agreement between the Parties relating to the settlement, and it will then be deemed that no oral representations, warranties, covenants, or inducements have been made to any Party concerning this Agreement or its exhibits other than the representations, warranties, covenants, and inducements expressly stated in this Agreement and its exhibits.
3. **Modification of Agreement.** This Agreement, and any and all parts of it, may be amended, modified, changed, or waived only by an express written instrument signed by all Parties or their successors-in-interest, or by counsel for all Parties or their successors-in-interest.
4. **Agreement Binding on Successors.** This Agreement will be binding upon, and inure to the benefit of, the successors of each of the Parties.
5. **Applicable Law.** All terms and conditions of this Agreement and its exhibits will be governed by and interpreted according to the laws of the State of California, without giving effect to any conflict of law principles or choice of law principles.
6. **Cooperation in Drafting.** The Parties have cooperated in the drafting and preparation of this Agreement. This Agreement will not be construed against any Party on the basis that the Party was the drafter or participated in the drafting.
7. **Fair Settlement.** The Parties and their respective counsel believe and warrant that this Agreement reflects a fair, reasonable, and adequate settlement of the Action and compromise of disputed claims, and have arrived at this Agreement through arms-length negotiations, taking into account all relevant factors, current and potential. Defendant and the

Named Plaintiffs, represent and agree that they have had the opportunity to consult with their counsel in connection with this Agreement.

8. **Cooperation During Settlement.** The Parties agree to cooperate throughout the administration of the settlement, including in seeking Court approval of the settlement, to expedite final resolution of the claims and to maximize participation from the FLSA Collective Members in the settlement.
9. **Headings.** The descriptive heading of any section or paragraph of this Agreement is inserted for convenience of reference only and does not constitute a part of this Agreement.
10. **Invalidity of Any Provision.** The Parties request that before declaring any provision of this Agreement invalid, the Court shall first attempt to construe all provisions as valid to the fullest extent possible consistent with applicable precedents.
11. **Execution in Counterpart.** This Agreement may be executed in one or more counterparts and may be executed utilizing electronic signatures. All executed counterparts and each of them will be deemed to be one and the same instrument provided that counsel for the Parties exchange them between themselves. Any executed counterpart will be admissible in evidence to prove the existence and contents of this Agreement.

[Signatures on following page(s)]

Signed:



Daniel Gonzalez
Plaintiff

03/18/2025

Date

John Frye
Plaintiff

Date

Tony Ortiz
Plaintiff

Date

Defendant City of Los Angeles

Date

By: _____

Its: _____

Approved as to Form:

Matthew Helland

Matthew Helland
Nichols Kaster, LLP
Attorneys for Plaintiffs

03/19/2025


Date

Brian P. Walter
Liebert Cassidy Whitmore
Attorneys for Defendant

Date

Signed:

Daniel Gonzalez
Plaintiff



Date

03/17/2025

John Frye
Plaintiff

Date

Tony Ortiz
Plaintiff

Date

Defendant City of Los Angeles

Date

By: _____

Its: _____

Approved as to Form:

Matthew Helland
Nichols Kaster, LLP
Attorneys for Plaintiffs

Date

Brian P. Walter
Liebert Cassidy Whitmore
Attorneys for Defendant

Date


Signed:

Daniel Gonzalez
Plaintiff

Date

John Frye
Plaintiff

Date



Tony Ortiz
Plaintiff

03/19/2025

Date

Defendant City of Los Angeles

Date

By: _____

Its: _____

Approved as to Form:

Matthew Helland
Nichols Kaster, LLP
Attorneys for Plaintiffs

Date

Brian P. Walter
Liebert Cassidy Whitmore
Attorneys for Defendant

Date

EXHIBIT A

EID	Last Name	First Name
105854	Acedo	Nicholas
103283	Acevedo	Antonio
90707	Aceves	Matthew
15642	Achan	Juan
51244	Ackley	Daniel
401882	Acosta	Jorge
48862	Afflalo	Mordecai
369116	Albert	Jack
381812	Allen	Leonard
58507	Alva	Matthew
44605	Alvarado	Denise
73595	Alvarez	Angel
409757	Alvarez	Brett
338085	Anderson	Alex
47362	Anderson	George
29248	Anderson	Keith
377923	Andrews	Brent
51635	Appleford	Robert
373329	Arambula	Andres
84529	Arellano	David
87943	Arellano	Rigoberto
40049	Argumosa	Brian
370859	Armentrout	Nicholas
45436	Armitage	Robert
34373	Arnado	Anthony
284747	Arnold	Benjamin
76246	Arnold	Jeffrey
376272	Aroz	Manuel
402033	Arriaga	Anthony
303930	Arrigoni	Dean
34547	Arriola	Alexander
398763	Arroyo	Miguel
303973	Asaad	Raheem
406166	Ashburn	Jeffrey
376273	Ashley	Christopher
51130	Avila	Anthony
33199	Backstrom	Keenan
23433	Bader	Jeffrey
78224	Bage	Kristian
362366	Bajo Martinez	Leonardo
373331	Baker	Bryce
17811	Baker	Timothy
90195	Balandran	Greg

EID	Last Name	First Name
23469	Balchowsky	Geoffrey
53760	Ballton	Brian
362306	Balzano	Daniel
406376	Bankhead	Matthew
76262	Barbera	Gregory
303935	Baresi	Timothy
11127	Barnes	William
381815	Barraza	Fernando
32089	Barraza	Frank
45427	Barrett	Keith
52516	Barrett	Steven
303937	Barton	Jarrett
86670	Bascon	Cyrus
398764	Bassil	Ralph
36978	Bates	Robert
42172	Batriz	Gabriel
385100	Bauerlein	Kyle
29513	Baxter Jr.	George
90196	Bazo	Jason
37439	Beach Jr.	James
385102	Bear	Nicholas
59477	Beck	James
82397	BECK	JESSE
317707	Beck	Scott
381818	Beigh-Gacad	Adrian
27252	Beltran	Jess
47319	Beltran	Michael
413218	Benfanti	Chad
409685	Benitez	Kevin
37449	Bennett	Jared
18336	Benton	Scott
90197	Betancourt	Robert
69501	Beverly	Sheldon
28860	Bigcas	Paterno
22168	Billips	Bud
31573	Bish	Frank
69047	Black	Terry
385106	Blake	Jeffrey
51210	Blount	Martin
390159	Boccara	Garrett
386222	Bochey	Michael
79773	Bojorquez	Joey
398766	Bolewski	Christopher

EID	Last Name	First Name
103291	Bonada	Roland
375471	Bond	Jack
36043	Bonfield	Sharon
46591	Bonner	Lawrence
27682	Boragine	David
395105	Borland	Jimmy
32074	Boswell	Charles
406208	Boudreau	Kyle
82398	Bowden	David
298313	Bower	Brandon
79775	Bower	Cory
32241	Bowman	Wayne
284750	Boyce	Joshua
382782	Boyd	Barry
295490	Boyd	Brian
309815	Boyd	Theodore
281717	Bradley	David
381819	Bradley	Kyle
398929	Brantner	Kyle
381820	Bravo	Michael
381822	Brewster	Chelsee
86675	Brien	David
402011	Brinson	Wesley
362310	Brockschmidt	Edward
303940	Broms	Cameron
22956	Brooks	David
292050	Brooks	Evan
292052	Brooks	Lance
369117	Brown	Andre
34591	Brown	Dreon
377931	Brown	Ryan
312092	Brownell	Aaron
298315	Buckner	Derard
317710	Buddemeyer	Bruce
62023	Bugarin	Eloy
413278	Bui	Steven
46747	Bunn	Jason
52714	Burgess	Kevin
71200	Burlingame	Ethan
24123	Burton	Joshua
386223	Bushey	Lauren
105857	Butler Jr	Albert
309816	Butts	Ryan

EID	Last Name	First Name
51558	Byrne	Leo
103314	Cabunoc	Scott
41467	Caceres	Carlos
69651	Cadena	Clinton
26800	Cajiao	William
42160	Callison	James
35862	Camarillo	Gary
298317	Campana	Michael
68163	Campanella	Philip
31570	Campos	Eduardo
28908	Campuzano	Ray
298319	Canata	Anthony
59317	Cannistraci	Dustin
376277	Cannon	Gregory-Michael
35184	Cantrell	Michael
73601	Carlis	Kameron
76249	Carlos	Ryan
386246	Carlson	Travis
385107	Caro	Brandon
38980	Caro	Michael
386248	Carpenter	Caroline
38629	Carpenter	Eric
51073	Carranza	Armando
375475	Carreon	Jose
50402	Carrera	Omar
281721	Cartier	Bret
86677	Carton	John
24523	Case	William
36102	Castaneda	Jaime
30449	Castano	Michael
38423	Castillo	Ernest
370863	Castro	Dana
44145	Castro	Rey
71174	Cates	Daniel
381823	Cawdrey	Kyle
58737	Cazar	Hector
381825	Cervantes	Cesar
90200	Cervantes	Chipper
38458	Chacon	Hugo
71201	Chamberlain	Thomas
377938	Chambers	Bryce
84585	Chan Lee	Daniel
26825	Chance	Ryan

EID	Last Name	First Name
381826	Chattong	Charles
284770	Chavez	Mark
409752	Chavez	Zulema
21171	Chitwood	Jeremy
409761	Clark	Eric
43066	Clarke	Silas
49190	Cohen	David
101724	Cole	Matthew
18801	Cole	Robert
20303	Coleman	Michael
370900	Colfax	Douglas
301949	Collyer	William
28247	Colson	Juan
38192	Comacho	Floyd
24762	Comer	Dean
86678	Contreras	Arturo
34810	Contreras	Christopher
292056	Contreras	Michael
90201	Contreras	Saul
23657	Conway	Michael
105861	Cook	Brian
69046	Cook	Darin
374461	Cook	Derek
395109	Cooney	Brian
53480	Cooper	Christopher
379347	Cooper	Daniel
101725	Cooper	Dion
103322	Cooper	Ian
61939	Copeland	Paul
284772	Corby	Shaun
82402	Corcoran	Kelly
377946	Cordero	Nathan
52538	Cordobes	Robert
87947	Cordray	Jeffrey
71176	Corona	Andrew
301950	Corona	Chad
322477	Correy	Michael
369126	Covarrubias	Raymond
15586	Covin	Ivan
317711	Crabbe	Tanya
373352	Cramer	Lizeth
279271	Crandell	Darin
292057	Cremins	Todd

EID	Last Name	First Name
375499	Cresta	Anthony
374519	Crockett	Caleb
49197	Croghan	Paul
29944	Cross	Brian
33870	Crouthamel	Chad
84539	Crutchfield	Dana
73608	Cuahutle	Hiram
402044	Cubak	Chace
29569	Cueto	Gregory
33851	Cuevas	Trinidad
401983	Culhane	Jonathan
19705	Cunnigan	Donn
362311	Cunningham	Michael
71335	Curtis	Justin
27650	Custudio	Eric
375500	Dahl	Derek
398783	Dahlberg	Arran
71188	Dailey	Sean
71215	Dalton	Brent
31967	Daniels	Robert
47873	Danielson	David
292063	Darcy	Nicholas
27386	Dasner	Christopher
317712	Davar	Kasra
373353	Davies	Slater
298324	Davis	Gregory
279272	Davis	Matthew
45231	Davis	Richard
57695	Davis	Shaun
38351	Davis	Timothy
375501	De La Rosa	Andy
69076	Dean	Robert
43919	Debs	Theodore
33634	DeGeeter	Dennis
68683	Degele	Charles
82404	Deierling	Matthew
31919	DeMott	Mark
30550	Dennis	Mike
312109	Desalernos	Stephen
25578	DeYoung	Douglas
47419	di Scala	Ciro
303949	Dilbeck	Jacob
395113	Dillard	Brent

EID	Last Name	First Name
24963	Dillon	Eric
409780	Dinh	Hai Brian
90716	Dino	Max
370905	Dixon	Bjorn
395317	Dominguez	Nicholas
29934	Dominguez	Phillip
31784	Donato	John
298335	Douglas	Towner
406091	Dove	Damien
375503	Drumwright	Dayvion
101734	Duffy	James
39142	Duncan	David
375504	Dunn	Casey
385119	Dunn	Detrion
73612	Duque	Enrique
54337	Dyer	Randy
20557	Eacalante	Jeffrey
370907	Eccles	Jake
413558	Eccles	Janelle
75330	Edgington	Matthew
374465	Eitner	Cody
279275	Elledge	Kevin
373355	Elmore	Tyler
46132	Enderle	Ralph
362315	Erazo	Christian
44300	Escamilla	Monica Felix
413579	Escobar	Christian
21907	Escobedo	Miguel
381919	Escorcía	Alex
20843	Esparza	Sinoeh
87950	Espinoza	Robert
54220	Estrada	Hector
90207	Estrada	Mark
86680	Evans	Darin
62422	Eyer	Scott
376289	Farrow	Derek
377959	Faulkner	Curtis
406442	Fernandez	Christopher
56499	Fernandez	James
48633	Fernandez Jr.	Jose
105868	Ferrari	Daniel
35527	Ferrer	John
45841	Ferro	Anthony

EID	Last Name	First Name
401861	ield	Kari
373357	ien	Joel
50677	IERRO	HUMBERTO
72388	inch	Stephen
71354	inger	David
71353	inger	Michael
71355	inger	Paul
375506	ischer	William
312112	isher	Adam
315745	isher	Eric
34923	istonich	Matt
17962	leischmann	Leah
381834	letcher	Chase
38503	lores	Joe
82406	lynn	David
376290	ogwell	Logan
36291	oote	Daniel
409808	ossett	Stephen
292067	oster	Jason
46072	oster	Jeffrey
375510	oster	Shawn
38370	oster	Vincent
30687	owble	Roger
20135	ragoso	Mauricio
312113	rancis	Nigel
22860	ranco	Jesse
296548	ranco	Richard
47511	ranco	Sergio
76255	reibrun	Ron
78213	rere	Brandon
317724	rye	John
369131	unez	Aaron
44807	usillo	Vince
287978	yhrie	Michael
298343	Gabaldon	Armando
73614	Gaeta	Gus
413598	Gaeta	Jonathan
45884	Gaines	Mark
292070	Gaj	Tony
374466	Gallardo	Arturo
38707	Gallegos	Raymond
409759	Garcia	Alfredo
34311	Garcia	Cesar

EID	Last Name	First Name
61075	Garcia	Cesar
395119	Gardner	Daniel
26003	Gardner	Eric
413619	Garibay	Stephen
75333	Garrett	Grant
61733	Garrison	Dennis
315748	Gaspar	Cade
71190	Gassler	Christian
17220	Gatena	Gary
50392	Gatewood	Matthew
51373	Gatica	Alex
31349	Gaul	Randall
279278	Gerard	Sevan Daniel
377965	Gilbert	Joshua
420713	Giles	Kenneth
68238	Gilmer	Robert
416850	Gin	Jonathan
303953	Gladinus	Kent
57308	Glancy	Randall
279279	Glynn	Casey
390190	Godby	Matthew
84563	Gomez	Frank
105870	Gomez	Jorge
370915	Gomez	Pablo
31882	Gonzales	Antonio
86682	Gonzalez	Daniel
84564	Gonzalez	Javier
48935	Gonzalez	John
25153	Gonzalez	Ruben
281747	Gorman	Robert
78208	Gorme	Alexander
375513	Gorski	Justen
105871	Goshorn	John
377966	Gracia	Spencer
320565	Grant	Brandon
46927	Gravitt	Todd
386261	Gregory	Haden
377981	Griffin	Gillian
52452	Grijalva	David
87964	Grindle	Bayne
45636	Guerrero	Martin
413557	Guiteras	Ryan
69631	Guthrie	Ryan

EID	Last Name	First Name
377982	Gutierrez	Rolando
38717	Gutierrez	Vincent
69530	Guzman	Michael
47359	Guzman	Sergio
320567	Guzzard	Andrew
390198	Hadley	Ryan
322482	Hajjar	Austin
281749	Hall	Ryan
103337	Hambly	Scott
292073	Hamilton	Orrie
29501	Hamm	Steven
43331	Hamson	Timothy
105874	Han	Daniel
25447	Haney	Jason
312117	Hannan	Shaun
78206	Hardy	Kevin
49704	Haro	Tina
376307	Harrington	Blake
369133	Harris	Scott
35014	HART	CHRIS
75334	Hartley	Michael
386262	Harvey	Jason
20320	Harvey	Jeff
382789	Harvey	Owen
362331	Hauffen	John
370918	Havro	Connor
21641	Hays	Robert
61855	Heagy	Derek
47709	Hebert	Darin
19138	Hechanova	Edward
89807	Henry	Levi
301964	Henry	Mark
25551	Henzgen	Thomas
32891	Heredia	Albert
303960	Herman	John
369135	Hernandez	Anthony
362304	Hernandez	Bryan
87967	Hernandez	David
34515	Hernandez	Francisco
312118	Hernandez	Kyle
292076	Hernandez	Orlando
68827	Hernandez	Richard
71222	Hernandez	Riobec

EID	Last Name	First Name
47041	Herrera	Plutarco
369136	Herring	Kimberly
376311	Hershey	Braden
48666	Hershey	Phillip
43770	Hidrogo	Andres
306827	Hill	Brandon
395123	Hill	Christopher
84571	Hinton	Steven
49248	Hirsch	Shane
401995	Hisgen	Connor
28132	Hix	Harold
375521	Hoehn	Jesse
398817	Holguin	Matthew
103341	Holt	John
71334	Homsher	Eric
71374	Hong	Phillip
279287	Hoover	Brian
26826	Hopkins	Scot
40652	Hopkins	Shawn
376323	Hoppe	Dylan
315751	Horst	Christopher
82423	Horwedel	Justin
34924	Howard	Bryan
420744	Hsieh	Eric
87968	Hsieh	Henry
379362	Hughes	Christopher
46818	Hughes	Jason
292078	Humpherys	Travis
103342	Hungerford	Tomas
381843	Hunter	Kenneth
375522	Hurst	Tyrone
55781	Hurtado	Francisco
284782	Hutchinson	Tanner
406373	Huxford	Caylin
295531	Ibanez	Brad
292080	Ibarra	Domenic
23438	Ibarra	Jose
48775	Igawa	Diana
281750	Ingstad	Eric
41191	Iracheta	Jorge
382790	Isacson	Sean
69652	Izquierdo	Gary
402034	Jackson	Bryan

EID	Last Name	First Name
55011	Jackson	Craig
87969	Jackson	Jessica
49932	Jackson	Searcy
86687	Jacobs	Kevin
362335	Jacobs	Marcus
79785	Jaime	Refugio
362337	Jansen	Brennan
382791	Janzen	Allen
309845	Jenkins	Joshua
33144	Jennings	Sean
292081	Jensen	Ryan
377987	Jeremica	Paul
20547	Jesolva	Donald
315755	Jimenez	Manuel
29186	Jimenez	Ronnie
75335	Johnson	Christopher
39374	Johnson	Eric
51034	Johnson	Kevin
369138	Johnson	Kyle
40129	Johnson	Michael
42306	Jones	Brian
315757	Jones	Olin
84580	Jordan	Gerard
298375	Jordan	Matthew
312121	Jun	William
406267	Justice-Werve	Sebastian
31801	Justus	Christopher
41375	Kahle	John
12349	Kalenga	Nande
25309	Kalnas	Ted
301967	Kama	Garan
56348	Kama	Paul
54983	Karratti	Eldon
295533	Kasparian	Matthew
298376	Kassaie	Bobby
46855	Kastor	Dwayne
71365	Kaufman	Gavin
362340	Keating	Michael
386266	Keeler	Tanner
284792	Keener	Jason
62320	Kehoe	Martin
71165	Kellers II	John
309848	Kelley	Shawn

EID	Last Name	First Name
13964	Kelly	Adonis
46097	Kemp	Kevin
25621	Kennedy	Sean
376328	Kim	Ehud
320574	Kim	Michael
385134	Kim	Samuel
31789	Kimball	Timothy
82428	Kindred	Gregory
320575	King	Darren
409749	King	Lawrence
385135	Kiss	Joshua
301968	Kneister	Brent
406398	Knight	Bryndan
48194	Knight	Jason
33162	Knight	Robert
22165	Kobrin	Robert
87974	Kohl	David
37212	Koller	Karl
362347	Kong	Anthony
82431	Konish	Kevin
381921	Korver	Kurtis
10602	Kratkin	Glen
43856	Krebs	James
401950	Kriewall	Alex
298381	Kroner	Brandon
379368	Krylo	Joshua
36853	Kumar	Nitin
50767	Kunath	Cooper
385136	Kuripla	Jonathan
61169	Kusar	Jason
73626	Kuzichev	Alfred
79788	Kuzmicz	Christopher
10173	Ladd	Robert
76280	LaFontaine	Raymond
376332	Lagunas	Edgar
103349	Laier	Darin
292083	Lake	David
377989	Lalaind	Afara
295534	Lamarre	Joseph
370920	Landon	David
398819	Lantz	Lyndsey
20166	Lapastora	Joaquin
402036	Lara	Steven

EID		Last Name	First Name
381876		Lara Jara	Sergio
39467		Larez	Frank
409751		Largen	Nathan
90226		Larini	Louis
295535		Larios	Alfredo
362350		Larson	Ryan
34442		Larson	Timothy
37081		Lastimosa	Stephen
34603		Lathrop	James
71203		Laurin	Matthew
46401		Lauro	Nat
58426		Lawless	Daniel
14491		Lawrence	Damon
73627		Lawrence	Jason Michael
82444		Lazar	Scott
420686		Leano	Edwin
362352		LeBlanc	Matthew
370921		LeDuc	David
292086		Lee	Daniel
38851		Leising	Patrick
317734		Lemmond	David
69522		Lemus	Alexander
23136		Lestelle	Rik L.
373428		Levindofske	Kyle
301969		Levine	Brian
75338		Lew	Brendon
303965		Lew	Travis
25444		Lewis	Christopher
35243		Libby	John
295540		Lievensen	Matthew
90772		Liffers	Nicholas
31853		Limon	Michael
298392		Linares	Fernando
370924		Linares	Joseph
375528		Lincoln	Keith
46258		Lind	Robert
373429		Lindstrom	Dane
45619		Lite	Geoffrey
425994		Littleford	Blaine
320580		Lloyd	Darren
369139		Loera	Andrew
43118		Logan	Chad
79792		Long	Matthew

EID	Last Name	First Name
26023	Longan	Jon
25371	Lopez	Gabriel
50528	Lopez	Michael
38214	Lopez	Noe
401988	Lopez	Samuel
23865	Lopez	Stephen
78202	Lore	Jeffrey
79793	Lovato	Antonino
284797	Lovejoy	Jacob
43144	Lowe	Kevin
301470	Lozano	Ryan
49153	Lucas	David
362362	Luft	Scott
14930	Lugg	William
288001	Lugo	Eric
46458	Lumas	Grover
37078	Lynch	Dimitrius
279295	MacDowell	Michael
35919	Macias	Terrence
20120	Mackey	Alfonso
36980	Madrigal	Gregory
36075	Maestri	John
29238	Magalona	Fred
43160	Magana	Joe Louis
376338	Magistrado	Michael
62240	Maisel	Don
11018	Makovy	Alexander
24171	Malafrente	David
381891	Malray	Christopher
21785	Mancillas	Eduardo
21274	Manzo	Joe
395131	Marin	Fernando
90253	Mark	Patrick
374485	Marquez	Joshua
47470	Marquez	Martin
394264	Marquez	Miguel
82447	Marquis	Dominic
362365	Marsey	Tanner
409775	Marshall	Joshua
386187	Martin	Adam
24478	Martin	James
402014	Martin	Natalie
413318	Martin	Timothy

EID	Last Name	First Name
103356	Martinez	Arturo
395132	Martinez	Eric
375529	Martinez	Francisco
52702	Martinez	Kenneth
386189	Marx	Gregory
46849	Massey	Keith
62017	Matamoros	Eddie
357498	Matheney	Richard
38218	Matsuura	Masakazu
398824	Matthews	Blakeley
406268	Mattiaccio	Matias
301972	Mattison	Mikel
309853	Mattson	Brandon
79797	Mattson	Eric
281757	Maurer	Timothy
78200	Mayorga	Sergio
409823	Mazariegos	Alan
90773	McDaniel	Cory
27452	McGrady	Michael
373438	McKinney	Peter
279296	McLaren	Devin
333363	McLaren	Nicholas
42232	McLoud	Robert
25628	McRoberts	Michael
82448	Medina	Bryan
45666	Medina	Paul
284810	Medina	Renante
44758	Meiche	Stephen
32641	Meier	Daniel
69649	Mejia	Geovanny
398926	Mejia	James
298407	Mendenhall	Chase
335331	Mendieta	Giselle
406379	Mendiola	Matthew
46716	Mendoza	Eric
413238	Meneley	Logan
22717	Mercer	Jeffrey
312128	Mercer	Joshua
382826	Messiha	Morcus
369144	Metchikoff	David
45820	Miclette	Bryan
309854	Middleton	Jennifer
54926	Mihalka	James

EID	Last Name	First Name
44394	Miller	Daniel
72425	Miller	Mark
320585	Miller	Nicholas
39325	Miller	Robert
32007	Miller	Robert
36048	Miller	Thomas
46608	Mills	Peter
279299	Miner	Stanley
40782	Miramontes	Chris
317741	Miranda Lopez	Jorge
377998	Mitchell	Ta'Ana
46158	Modster	Rudolph
315768	Moffatt	Jacob
11804	Molina	Ricardo
406466	Molinar	Andrew
25779	Monroy	Matthew
295542	Montez	Eddie
55638	Montgomery	Donta
377999	Moon	Matthew
73629	Moore	Daniel
39654	Moore	Mitchell
41741	Morales	David
394841	Morales	Erick
30270	Morales	Michael
398828	Morales Yanez	Adrian
29452	Moran	Derek
12215	Morgan	Justin
394224	Morgan	Justin
50675	Morocco	Matthew
105884	Morris	Sean
395190	Morrow	Verushka
320586	Mortazavi	Nima
51614	Moya	Jose
281760	Mueller	Michael T.
69457	Mullen	Matthew
45400	Muro	Peter
378000	Murrell	Jacob
33395	Musil	John
378001	Myers	Keith
28047	Nagel	Kevin
402012	Nam	Bobby
362368	Napper	Christopher
21770	Naranjo	Ernesto

EID	Last Name	First Name
60925	Nassar	Ryan
78192	Nassour	Bryan
28435	Navarro	Leonardo
30245	Navarro	Louis
306837	Needham	Ryan
78191	Nelson	Michael
301973	Nevarez	Eric
382828	Newberry	Lawrence
373445	Newman	Eric
312131	Newon	Bryan
54819	Newte	Mario
385101	Ngo	John
394238	Nguyen	Hao
19907	Nguyen	Tony
413679	Nielsen	Alexander
47842	Nordquist	James
78189	Nunez	David
90778	Nunez	Mario
345084	Nuno-Ordonez	David
31667	Oberto	Thomas
378004	Ocampian	Adam
279303	Ochoa	Jeffery
394241	Ochoa	Luis
10649	O'Connor	James
43456	O'Connor	John
301976	Oetgen	Gage
26690	Ogle	Curtis
409748	Oh	Edward
41488	Onesto	Eric
309858	Ornelas	Joshua
75342	Oropesa	Adrian
373447	Orozco	Danny
374489	Orozco	Richard
370930	Orrante	Ernest
42278	Ortega	Cesar
338214	Ortiz	David
53988	Ortiz	Rickey
22610	Ortiz	Tony
22998	Oyama	Patrick
22595	Pacheco	Francisco
79800	Padilla	Gustavo
378005	Padilla	Jesus
413678	Pallares	Ian

EID	Last Name	First Name
362369	Pambianco	Joseph
56388	Park	Ban
52459	Parra	Sergio
90274	Pashabezyan	Makar
73633	Patchis	Michael
416849	Patterson	Andrew
381906	Patton	Zachary
379379	Pauls	David
49990	Peirce	Ray
50060	Peralta	Rene
279305	Perelli-Minetti	Joshua
45144	Perez	Eduardo
18957	Perez	Jose
379380	Perez	Matthew
386201	Peterman	Luke
55169	Petersen	Matthew
36845	Peterson	Keri
288011	Phillips	Shawn
309862	Phillips	Shawn
79802	Pierce	Christopher
78173	Pike	Scott
50924	Pimentle	David
406289	Pitillo	Angelo
35407	Pitillo	James
315777	Plue	Randy
60143	Pohl	Christopher
390172	Poleshchuk	Lev
374491	Polgar	Christopher
29972	Polk	Rodger
42269	Ponce	Paul
19910	Ponce	Robert
378006	Poole	Leslie
40732	Porche	Keenan
320590	Potter	Matthew
34347	Poulson	Craig
48243	Powell	Jason
21600	Prabhu	William
57722	Prian	Sean
302009	Prichard	Coleman
373450	Prichard	Kory
374492	Priebe	Kristine
309864	Pritchett	Kevin
84594	Pruyne	Greg

EID	Last Name	First Name
385120	Pugmire	Tyler
309865	Pulliam	Brant
295548	Quach	Warren
374496	Qualley	Chadwick
76323	Quick	Bryan
78171	Quigley	Ryan
390174	Quinlan	Christopher
51807	Quintana	Gilbert
386205	Ramirez	Kevin
373451	Ramirez	Taylor
60642	Ramirez	Victor
44192	Ramsey	David
90783	Randolph	Christopher
370947	Rankell	Nikolaus
298444	Rankin	Brian
306838	Rapoza	Matthew
376344	Rappaport	Taylor
90280	Recendez	Jorge
378007	Rees	Andrew
309869	Regalado	Andrew
105894	Reilly	Jason
29152	Reubens	Rick
378008	Reyes	Chad
12494	Reyes	Dario
398835	Reyes	Erick
23002	Reyes	Ernesto
395153	Reynoso	Cristian
28413	Richard	Louis
101783	Richardson	Chad
71195	Rieger	Michael
34532	Riley	Bryan
292103	Rios	Jason
370948	Riss	Mallory
312134	Ritter	Jared
47258	Rivera	Carlos
303980	Rivera	Javier
42002	Rivera	Martin
375538	Rivera	Randy
46948	Roach	Craig
34981	Roarty	Timothy
48434	Robbins	Robert
36023	Robert Leon	Michael
78164	Roberts	John

EID	Last Name	First Name
401971	Robinson	Christopher
18388	Robison	Richard
295552	Robles	Jaime
55788	Robles	Joe
298445	Rochman	Matthew
386684	Rodriguez	Alexander
390178	Rodriguez	Candra
303982	Rodriguez	Corey
43355	Rodriguez	David
58066	Rodriguez	David
370949	Rodriguez	Dennis
27518	Rodriguez	Jeffery
84599	Rodriguez	Mario
381885	Rodriguez	Raymond
315781	Rodriguez	Roberto
33939	Rodriguez	Tom
18110	Roe	John
281764	Roman	Daniel
27254	Romero	George
381886	Romero	Ryan
49409	Romero	Steven
20294	Romine	Neil
362377	Rondinella	Robert
395156	Ronquillo	Salvador
105897	Rosenwald	Joshua
390179	Rosete	Jesus
14411	Rossell	Michael
322563	Roupoli	Aaron
330680	Roux	Dominic
398836	Rowe	James
76325	Rubio	Roger
71182	Ruelas	Enrique
15033	Ruff	Brent
20868	Russell	Brian
394244	Russo	Adam
322565	Saavedra	Paul
302013	Sackaroff	Roger
390181	Saenz	Sergio
38443	Saffo	Shannon
292105	Safran	Michael
38523	Sagara	Christopher
421149	Salas	Antonio
381887	Salazar	Adalberto

EID	Last Name	First Name
390183	Salazar	Kevin
49394	Salerno	Scott
406440	Salvador III	Marcos
40043	Samama	Marc
71338	Sanchez	Bernard
42168	Sanchez	Jose
44881	Sanchez	Robert
61765	Sanchez	Roberto
40281	Sanchez	Sergio
44772	Sander	David
385181	Sandiford	Jeremy
373454	Sandor	Charles
402002	Sandoval	Christopher
32040	Sandoval	Daniel
46847	Sands	Todd
56117	Sarabia	Mateo
37557	Sasso	Paolo
105899	Sato-Tompkins	Cynthia
309880	Saure	Kyle
376346	Savre	Stephanie
22624	Scamardo	Joseph
288017	Scheiern	Aaron
101791	Schlottmann	Jamie
362404	Schmitz	Jason
362405	Schneider	William
24331	Schori	Paul
86708	Schuetz	Wayne
37059	Schutt	Jason A.
71343	Schwartz	Gregory
75345	Scogin	Brian
49752	Scott	Oscar
395157	Scott	Peter
82467	Sebourn	Christopher
76327	Seers	Michael
288018	Seiser	Michael
42886	Seitz	Mark
312136	Sermeno	Eduardo
31234	Serpa	Alvin
34142	Serrano	George L.
87987	Shaw Jr.	Donald
71217	Shelton	Jason
49513	Shernicoff	Richard
59183	Shibuya	Jon

EID	Last Name	First Name
279316	Shields	Matthew
61142	Shortle	Richard
406185	Sibayan	Nicholas
50322	Siemantel	William
30910	Simon	Brian
409669	Sims	Preston
21459	Singelakis	Julian
382769	Smith	Andrew
320597	Smith	Austin
36774	Smith	Colin
373455	Smith	Daniel
47117	Smith	David
376350	Smith	Jeffrey
379393	Smith	Jonathan
84602	Smith	Joseph
362406	Smith	Joshua
19370	Smith	Lewis
51270	Smith	Stanley
105900	Smith	Steven
381896	Smith	Sylvester
55397	Smith III	George
30553	Smithers	Daniel
101794	Sommer	Michael
51116	Sorum	Paul
369162	Sossaman	Randall
26645	Soto	Mark
322570	Speakman	Benjamin
69484	Spence	Matthew D.
105901	Spencer	Willie
53693	Spiegel	Andy
52169	Spring	Jeremiah
47391	Springer	Seth
48576	Stafford	Mark
317756	Stalter	Christopher
79809	Stanford	Jamie
390186	Stanton	Nathan
44733	Stark	Daniel
409767	Starr	Chad
295556	Stasiefski	Steven
315787	Steffen	Garrett
298463	Stehmeier	Brian
34519	Steinbacher	Robert
71177	Stellern	Christopher

EID	Last Name	First Name
385185	Stepan	Trevor
71340	Stern	Steven
90304	Sternick	Shawn
28325	Steward	Kevin
22535	Stewart	Jamie
53351	Stoker	Donovan
86709	Stokes	Oscar
39895	Stonebraker	Gregory
398839	Stotelmyre	Steven
71191	Stratton	Matthew
375543	Strauss	Branden
79810	Streeter	Matthew
378015	Stromsoe	Jonathon
322572	Studenka	Craig
375549	Sumner	Joshua
82472	Sutherland	Mark
71210	Swanton	Evan
41085	Sweetman	Jon
25225	Szabados	Joe
309881	Szalonek	Keith
38108	Tabing	Daniel
298471	Tadeo	Hugo
22775	Taggart	Kelly
90794	Tagliere	Peter
292123	Taitt	Clifford
36771	Talley	De Juan
19774	Tamashiro	Hunter
382771	Tamrazian	Patrick
40577	Tamura	David
42935	Tapia	Brent
59645	Tarango	Ian
41120	Taulli	Brandon
49054	Taylor	Michael
56159	Teachenor	Samson
320654	Teklu	Senay
385188	Tellez	Antonio
31311	Tellez	Eduardo
30563	Terrusa	John
35940	Tessier	Steven
406105	Thibault	Corey
26971	Thiebold	Brian
381904	Thies	Brian
386213	Thompson	Connor

EID	Last Name	First Name
370952	Tiburcio	Eddie
279321	Tiengerd	Kongrit
33928	Tiengerd	Suthone
37555	Tiumalu	Falo
379422	Toadvine	Kyree
42268	Tobon	Gilbert
49754	Tolbert	Darnell
32876	Tomlin	Scott
40142	Torrez	Edward
90315	Tostado	Mark
382048	Tovar	Jose
409765	Tran	Christopher
381914	Tran	Daniel
376353	Tran	Phil
38989	Treat	Jeff
51112	Trimble	William
59320	Trinidad	Douglas
395165	Troya	Tyler
73638	Trujillo	Eduardo
45959	Trujillo	Mario
312141	Trump	John
413357	Tsarofski	Jonathan
322577	Tubbs	Anthony
101812	Tull	Clint
264596	Turner	Patrick
86710	Tuzzolino	Terry
309883	Tye	Nicholas
281786	Umali	Ryan
52773	Urbano	Genaro
406260	Uzelac	Zachary
21685	Valadez	David
49623	Valles	Robert
420726	Van De Walker	Gegi
101816	Van Gerpen	Ian
14780	Van Hoesen	John
306855	Vandergeest	Mackenzie
394215	Vardanian	Alanah
401994	Vardanian	Bryan
49025	Vargas	Alberto
385197	Vargas	Jonathan
41445	Vargas	Rogelio
71366	Vasquez	Adrian
12786	Vavrin	Michael

EID	Last Name	First Name
381917	Vazquez	Roberto
78154	Velasquez	Omar
306867	Veliz	Jose
50193	Ventura	Bernardo
413338	Victoria	Ashia
25565	Vigil	Joseph
42993	Villa	Robert
46486	Villagrana	Paul
22622	Villalobos	Don
288020	Voeltz	Jared
390195	Vonderharr	Nathan
18911	Vosberg	Kurt
90124	Vowels	Preston
88976	Wagoner	Mark
298480	Walker	Derek
34542	Wallace	Donald
288022	Walton	Michael
17160	Ward	Dennis
362410	Warner	Donald
375553	Webb	Ryan
17501	Wehner	David
394255	Wehunt	Christopher
309888	Weideman	Carl
25955	Weigh	Thomas
103396	Welch	Sean
52521	Wells	Thomas
84612	Weng	Thomas
82477	Wessler	Charles
61012	Western	Trent
27501	Westland	James
54099	Westphal	Mario
390196	White	Steven Michael
87994	Whitmore	Greg
295565	Whitsell	Devin
394256	Whyte	Brandon
25216	Wick	William
76330	Wile	Brandon
39581	Wilkerson	Leslie
401972	Willahan	Jason
13553	Williams	Alonzo
49876	Williams	Bennie
38991	Williams	Brian
320635	Williams	Daniel

EID	Last Name	First Name
73591	Willis	Kevin
320637	Wilson	Gordon
73639	Wilson	Kenneth
72433	Wilson	Phillip
416826	Winfield	Luke
370953	Winn	Christopher
402028	Wischnack	Scott
303967	Wise	Scott
105844	Witty	Matthew
390204	Wong	Alexander
43490	Wong	Bennett
288024	Wong	Jonathan
69622	Wood	Benjamin
58690	Woodcock	Jerome
50987	Wyatt	Robert
82480	Yakas	Peter
44868	Yamashiro	Craig
39811	Yepez	Arturo
23043	Zaan	Kevin
309890	Zavala	Roman
374513	Zelaya	Gerardo
312145	Zeller	Matthew
80687	Zepeda	Juan
105911	Zepeda	Manuel
90806	Ziemer	Stephen
44168	Zimbeck	Andre
72434	Zins	Scott
320640	Zizi	Mark

EXHIBIT B

Name: <<EmployeeName>>

ID #:1747

PIN: <<PIN>>

Password: <<password>>

**IN THE UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

DANIEL GONZALEZ, JOHN FRYE, and
TONY ORTIZ, individually and on behalf of all
others similarly situated;

Plaintiffs,

vs.

CITY OF LOS ANGELES, a public entity; and
DOES 1 through 100, inclusive

Defendant.

Case No. 5:23-cv-00222 SSS (SHKx)

**NOTICE OF SETTLEMENT FOR
<<EmployeeName>>**

**YOUR ESTIMATED PRE-TAX
SETTLEMENT PAYMENT:
\$<<TotalAmount>>**

You are receiving this Notice because you timely joined this case as an “Opt-in” Plaintiff. Your decision to participate in this settlement may have legal consequences so please review this Notice carefully.

I. DESCRIPTION OF THE LAWSUIT

On February 10, 2023 the Named Plaintiffs filed this putative collective action on behalf of themselves and other similarly-situated Los Angeles Fire Department (“LAFD”) firefighters. In the suit, Plaintiffs allege that the City failed to pay overtime compensation for time worked between 6:30 a.m. and 8:00 a.m. when firefighters were held at the end of their shift for limited recalls or other reasons. Plaintiffs sought to recover unpaid overtime wages, liquidated damages, and other related relief.

The Court conditionally certified this lawsuit as a collective action under the Fair Labor Standards Act (“FLSA”) on July 17, 2023. Notice of the lawsuit was sent by mail and email, as applicable, to all eligible LAFD firefighters, giving them an opportunity to join the lawsuit to assert a claim. Because you filed a “consent to join form,” you are part of the collective action.

The City denies any wrongdoing and denies that any unpaid wages are owed. Nevertheless, to avoid the expense and uncertainty of trial, the City and Plaintiffs reached a settlement. This notice provides information on how to participate in the settlement and your options.

Name: <<EmployeeName>>

ID #:1748

PIN: <<PIN>>

Password: <<password>>

II. SETTLEMENT

On July 15, 2024, through arms-length and comprehensive negotiations at a private mediation with a retired judge, the parties reached agreement on the financial terms of a settlement. Plaintiffs' Counsel has obtained what they believe to be a fair and reasonable settlement offer in light of disputed issues. The parties agreed to a payment of \$9,500,000 ("Settlement Sum"). The Settlement Sum covers the claims for firefighters who timely opted in to the case and did not later withdraw.

A. Your Settlement Amount

Your individual settlement offer is based on a calculation performed by Plaintiffs' Counsel using the date your "opt-in" consent form was sent in, your work dates as reported on the F-11, the days on which you were subjected to limited recall, and the additional dates on which you were potentially subject to late relief for other reasons. From this potential damage calculation, each Opt-in Plaintiff was allocated the amount allegedly due for being held over for limited recall, plus liquidated (double) damages. Each Plaintiff was additionally allocated a pro rata share of the remaining funds available for distribution, based on the number of days within the statute of limitations that each Plaintiff worked a 24 hour shift, did not work the next day, and was not subject to limited recall the next day. These are the days on which a Plaintiff was potentially subject to unpaid overtime for receiving late relief. Please note that your individual settlement allocation reflected in this notice could change based on circumstances in the settlement, but it is not expected to decrease.

Approximately one-half of your settlement amount will be reported as W-2 wage earnings, with the remainder to be allocated as liquidated damages, reported on a 1099. You will be responsible for the payment of any personal taxes owing on that amount. Standard employment tax withholdings will be made from the portion of your settlement award allocated to the settlement of your claim for unpaid wages.

You will have 180 days to cash your settlement checks. If you do not cash your check during this time, the money will either be reallocated in a second distribution to other Plaintiffs, or if there are not sufficient funds remaining to do so, then the money will be donated to the **Widows, Orphans, and Disabled Firefighters Fund** as the Cy Pres recipient.

B. Attorneys' Fees and Costs; Other Amounts Included in the Maximum Settlement Amount

The Settlement Sum will cover several categories of payment in addition to payments to the Providers.

First, the Court approved **25% of the total Settlement Sum (\$2,325,000.00)** as payment for attorneys' fees, plus reimbursement of litigation costs of **\$20,000.00**. The Settlement Sum also includes the costs of administering the settlement, estimated to be **\$10,000.00**. Additionally, the Court approved Service Payments of **\$10,000.00** for Plaintiff Gonzalez, **\$5,000** each for Plaintiffs

Name: <<EmployeeName>>

ID #:1749

PIN: <<PIN>>

Password: <<password>>

Frye and Ortiz, and \$1,000 each for two Plaintiffs who were deposed on short notice in advance of the settlement conference in this matter.

C. Scope of Release

If you accept your settlement offer, you agree to waive and release your claims against the County for damages, penalties, interest, attorneys' fees, costs, and any other amounts recoverable under the Fair Labor Standards Act based in any way on the alleged failure to pay overtime pay due to late relief or limited recalls, through July 15, 2024.

If you do not participate in the Settlement, your claim will be dismissed by the Court without prejudice, and you will not receive a settlement payment, but you will be entitled to file a separate individual lawsuit if you so choose, subject to all applicable statute of limitations that may apply and/or may have already run on your claims. You will have 60 days of tolling after the close of the notice period; after that point, the statute of limitations will resume and continue to run, to the extent it has not already expired.

D. Your Options

You do not need to do anything to participate in the settlement and receive your settlement payment, estimated to be \$<<TotalAmount>>. **You do not need to do anything to receive this settlement payment.**

You have the right to withdraw from this lawsuit if you do not wish to release your claims in exchange for your settlement payment. If you do so, you will not release any claims, you will retain the right to bring your own claims against the City, to the extent the claims are within the applicable statute of limitations, but you will not receive any settlement payments from this settlement. If you wish to withdraw from this Lawsuit and reject the settlement, you must submit an Exclusion Letter to the Settlement Administrator at the following address:

Settlement Administrator Contact Information

The Exclusion Letter must include your first and last name and contact information (such as mailing address, email address, phone number), your signature, and the following statement or a substantively similar statement: "I request to be excluded from the Settlement in the matter of *Gonzalez, et al. v. City of Los Angeles*, Case No. 5:23-cv-00222-SSS-SHK, United States District Court for the Central District of California." The Settlement Administrator may ask you for additional proof of identity. If you timely submit a valid Exclusion Letter, you will not participate in or be bound by the Settlement, will not release any claims through this Settlement, will not be entitled to any payment from the Settlement, and will not have any right to appeal from, or comment on the Settlement. If you return a valid Exclusion Letter, your claims in this case will be dismissed without prejudice to your right to file a separate individual lawsuit. Your claims will be tolled for 60 days until [date 60 days after the close of the notice period] to file a new lawsuit without any further loss of time under the applicable statute of limitations. To reject this settlement and withdraw from the Lawsuit, you must send your rejection in writing to the Settlement Administrator.

Name: <<EmployeeName>>

ID #:1750

PIN: <<PIN>>

Password: <<password>>

III. QUESTIONS

If you would like to review the full Settlement Agreement, or if you have any questions about the settlement, you should contact Plaintiffs' Counsel:

Matthew C. Helland
Nichols Kaster, LLP
235 Montgomery St., Suite 810
San Francisco, CA 94104
612-256-3200
forms@nka.com

Oshea Orchid
SETHI ORCHID MINER, LLP
31007 San Martinez Rd.
Val Verde, CA 91384
661-221-5561

EXHIBIT C

1 Oshea Orchid, CA State Bar No. 298375
2 oo@somlawyers.com
3 Vasili Brasinikas, CA State Bar No. 344662
4 vb@somlawyers.com
5 **SETHI ORCHID MINER, LLP**
6 31007 San Martinez Rd.
7 Val Verde, CA 91384
8 Telephone: (661) 221-5561
9 Facsimile:(310) 853-6945

10 Matthew C. Helland, CA State Bar No. 250451
11 Helland@nka.com
12 **NICHOLS KASTER, LLP**
13 235 Montgomery St., Suite 810
14 San Francisco, CA 94104
15 Telephone: (415) 277-7235
16 Facsimile: (415) 277-7238

17 *Attorneys for Plaintiffs Daniel Gonzalez,*
18 *John Frye, and Tony Ortiz*
19 *And all others similarly situated*

20 IN THE UNITED STATES DISTRICT COURT
21 CENTRAL DISTRICT OF CALIFORNIA

22 DANIEL GONZALEZ, JOHN FRYE,
23 and TONY ORTIZ, individually and
24 on behalf of all others similarly
25 situated;

26 Plaintiffs,

27 vs.

28 CITY OF LOS ANGELES, a public
entity; and DOES 1 through 100,
inclusive

Defendant.

Case No. 5:23-cv-00222 SSS (SHKx)

**[PROPOSED] ORDER GRANTING
SETTLEMENT APPROVAL**

ORDER

1
2 Plaintiffs’ Motion for Final Settlement Approval (“Motion”) came before the
3 Court on _____. Defendant City of Los Angeles does not oppose the Motion.
4 Based on the pleadings, papers, and arguments of counsel, and good cause appearing
5 therefore, the Court hereby grants the Motion in full, as follows:

6 The Court finds that the settlement is a fair and reasonable resolution of a bona
7 fide dispute under the Fair Labor Standards Act. The Court approves the parties’ notice
8 and settlement administration plan and authorizes the parties to distribute notice of the
9 settlement as outlined in their executed Settlement Agreement.

10 The Court approves Plaintiffs’ Counsel request for attorneys’ fees of
11 \$2,375,000.00, which is 25% of the \$9,500,000 settlement amount. The Court also
12 approves Plaintiffs’ Counsel’s requested costs of \$_____ and approves payment not
13 to exceed \$10,000 to the Settlement Administrator.

14 Plaintiffs request a \$10,000 enhancement award for Named Plaintiff Daniel
15 Gonzalez, \$5,000 enhancement awards for Plaintiffs Tony Ortiz and John Frye, and
16 \$1,000 enhancement awards to Plaintiffs Andrew Rees and Eric Dillon. These amounts
17 are reasonable and appropriately reflect the Plaintiffs’ contributions in this collective
18 action. The requested enhancement payments are approved.

19 The Court also approves the Widows, Orphans, and Disabled Firefighters Fund
20 as the Cy Pres recipient.

21 IT IS THEREFORE ORDERED that Plaintiffs’ Motion is granted. The Parties
22 are directed to follow the terms of the Settlement Agreement, including distributing
23 notice, funding the settlement account, and distributing payment. The Parties are
24 ORDERED to file a stipulation for dismissal with prejudice after all settlement funds
25 have been distributed and the final check cashing period has expired. After dismissal,
26 the Court shall retain jurisdiction solely for purposes of addressing the interpretation,
27 enforcement or administration of the settlement.

28

1 IT IS SO ORDERED.

2

3

4 DATED: _____

5

Hon. Sunshine Suzanne Sykes
United States District Judge

6

7

8

9

10

11

12

13

14

15

16

17

18

19

20

21

22

23

24

25

26

27

28